



# Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 649-5263 ext. 435 Fax: 649-5383

October 24, 2016

**Eddie Baza Calvo**  
Governor of Guåhan

TO: Honorable Eddie Baza Calvo  
Governor of Guam

**Ray Tenorio**  
Lieutenant Governor of Guåhan

FR: Michael J.B. Borja  
Director

Commission Members

**Pascual V.A. Sablan**  
Chairman

RE: CLTC Board meeting of October 20, 2016

**Joseph I. Cruz**  
Vice Chairman

Pursuant to Public Law 31-233, transmitted herewith is the Chamorro Land Trust Commission Board meeting packet of October 20, 2016.

**Amanda L.G. Santos**  
Commissioner

Please do not hesitate to contact 649-5263 ext. 617 if you have any questions.

**Gyongyi "Pika" P. Fejeran**  
Commissioner

(Vacant)  
Commissioner

  
MICHAEL J.B. BORJA  
Director

**Michael J.B. Borja**  
Administrative Director

cc: Honorable Judith T. Won Pat, Ed.D.  
Speaker, 33<sup>rd</sup> Guam Legislature



**Eddie Baza Calvo**  
Governor of Guåhan

**Ray Tenorio**  
Lieutenant Governor of Guåhan

**Commission Members**

**Pascual V.A. Sablan**  
Chairman

**Joseph I. Cruz**  
Vice-Chairman

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Commissioner

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**(Vacant)**  
Commissioner

**Michael J.B. Borja**  
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# Chamorro Land Trust Commission

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P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 649-5263 ext. 435 Fax: 649-5383

## REGULAR BOARD MEETING AGENDA

Department of Land Management Conference Room  
3<sup>rd</sup> Floor, ITC Building, Tamuning  
Thursday, October 20, 2016; 1:00 PM

**Public Notice: The *Guam Daily Post* on Saturday, October 15, 2016 and Wednesday, October 19, 2016**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **APPROVAL OF MINUTES:** August 18, 2016 Meeting
- IV. **PUBLIC COMMENTS**
- V. **OLD BUSINESS**
  1. Status of previous agenda's action items
- VI. **NEW BUSINESS**
  1. Jerry David Sanchez – request for additional acreage for farming purposes, subject to legislative approval
  2. Guam Economic Development Authority – Renewal of MOU between GEDA and CLTC for General Consultancy and Property Management Services
  3. PBS Guam KGTF – Facility and Tower Space User Agreement
  4. Simplicia Garrido – Request to appropriate funding to purchase improvements on Lot 11, Block 2, Track 10314, Dededo
  5. USPS – Renew Contract, Dededo
  6. Daniel Quinata – Request for access road thru CLTC leased land, Joseph B. Duenas, Lot nos. 8-13 and 8-14, Municipality of Inarajan and Allan J. Duenas, Lot no. 8-15, Municipality of Inarajan
  7. Department of Agriculture Memorandum of Agreement
  8. GTA License Agreement
  9. Bill Nos. 374-33 & 375-33, Ypao Point Land Use
  10. Sagan Kotturan Chamoru
- VII. **DIRECTOR'S REPORT**
  1. Revenue collection report for August and September 2016
- VIII. **COMMISSIONERS' COMMENTS**
- IX. **ADJOURNMENT**

### Guam Environmental Protection Agency Board of Director's Meeting

Thursday, September 15, 2016 9:40 am Main Office Conference Room

**AGENDA:** I. Call to Order; II. Approval of Agenda; III. Approval of August 18, 2016 Minutes; IV. Confirmation for New GEPA Administrator - Walter Leon Guerrero V. Administrator's Report; VI. New Business; VII. Old Business Update on RRF for FY13 and FY14; VIII. Miscellaneous; IX. Next Meeting Date/Adjournment.

Individuals requiring special accommodation, auxiliary aids or services should contact Guam EPA by calling 300-4751-59 or e-mailing maria.duenas@epa.guam.gov.



### Kumision Mangokkon Tano' Chamorro Chamorro Land Trust Commission

The Chamorro Land Trust Commission Board Meeting will be held on **Thursday, September 15, 2016 at 1:00 pm**, Department of Land Management conference room, 3rd Flr. of the ITC-Building 590 S. Marine Corps Drive, Tamuning.

Individuals requiring special accommodations, auxiliary aids or services, may contact 649-5263 ext 617.

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**Department of Land Management**  
P.O. Box 2950, Hagåtña, Guam 96932  
Tel: 648-6263 Ext. 375; Fax: 648-6363



**MICHAEL J. SUELA**  
Director  
DAVID S. CASARDO  
Deputy Director

### PUBLIC HEARING NOTICE

**Date:** September 22, 2016  
**Time:** 8:00 pm  
**Place:** Yigo Gymnasium

Ex: Docomo Pacific Inc. request for a zone variance for height for a permitted 100-foot telecommunication monopole tower on Lot 01, Block 1, Tract 10119, Ngs. (2016-21)  
Funding Source provided by the Applicant.



### Notice of Regular Meeting of the Board of Trustees of GUAHAN ACADEMY CHARTER SCHOOL

Notice is hereby given that the Regular Meeting of the Board of Trustees is being called as follows:

**Date:** Tuesday - September 20, 2016  
**Time:** 6:15 P.M.  
**Place:** GACS Board Administration Office  
Suite 10, Castle Mall Mangilao, Guam

Individuals requiring special accommodations or services should submit their request to the Board Liaison at 483-3044 or email at: [info.gacsbot@gmail.com](mailto:info.gacsbot@gmail.com)

**/s/FE VALENCIA-OVALLES**  
Chairwoman, Board of Trustees

### PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

**R.E.B. CORPORATION**  
dba: HAPPYGO

has applied for a Class: (5) General Off Sale, Alcoholic Beverage License, said premises being marked as Lot: 3&4 TRCT 111 #340 PALE SAN VITORES RD. UNIT 101 / 102 TUMON, GUAM.



**DEPARTMENT OF CHAMORRO AFFAIRS**

Honorable Governor J.B. Corso  
Governor of Guam

Johnny G. Sablan  
President, DCA



Honorable G. Torres  
Lieutenant Governor of Guam

The Board of Trustees for Department of Chamorro Affairs will hold a regular Meeting on **September 15, 2016 at 4:30pm**, in the DCA/CAHA Conference Room, Terlejo Professional Building, 1st Floor, 194 Hernan Cortez Avenue, Hagåtña. Agenda:

- To approve the Interim Admission, Event, and Membership Fees for the Guam Museum pursuant to Public Law 33-137.
- To approve the Operational Management Agreement between the Department of Chamorro Affairs and the Guam Economic Development Authority.

Any Special accommodation required please contact Patti Hernandez at 475-4278 or 475-4279.

This advertisement is paid by  
I Sengsong Chamorro (Chamorro Village), Non-Appropriated Funds.

**/s/ JOHNNY G. SABLAN**  
President



**Joseph T. Duenas**  
CCU Chairman

### GUAM POWER AUTHORITY

ATURIDÁT ÌLEKTRESEDÁT GUAHAN  
P.O. BOX 2977 • AGANA, GUAM U.S.A. 96932-2977  
Telephone Nos. (871) 648-3054/55 or Facsimile (871) 648-3165



**John M. Benavente, PE**  
General Manager

#### INVITATION FOR MULTI-STEP BID

This notice is paid for by the **GUAM POWER AUTHORITY REVENUE FUNDS**  
Public Law 28-12

BID NO.	PRE-BID DATE	TIME	DUE DATE	TIME	DESCRIPTION
GPA-101-16	-----	-----	10/03/2016	2:00 P.M.	Insurance Brokerage Services and Casualty Insurance
GPA-102-16	09/15/2016 (Non-Mandatory)	9:00 A.M.	10/03/2016	2:30 P.M.	Insurance Brokerage Services and Property Insurance

Bid packages may be picked up at the GPWA, Procurement Office, Room 101, 1st Floor, Gloria B. Nelson Public Services Building, 688 Route 15, Manglaan, Guam 96913. All interested firms should register with GPA's Procurement Division to be able to participate in the bid. Please call our office at (871) 648-3054 / 3055 to register. Registration is required to ensure that all "Amendments and Special Reminders" are communicated to all bidders throughout the bid process. Procurement instructions are posted on the Authority's website at [http://guampowerauthority.com/gpa\\_authority/procurement/gpa\\_current\\_fps.php](http://guampowerauthority.com/gpa_authority/procurement/gpa_current_fps.php).

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## PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

**FABELLA JR, VICENTE**  
dba: DADDY CINTI

has applied for a Class: (4) On Sale Beer, Alcoholic Beverage License, said premises being marked as Lot-L 5022-3-NEW-R1 Unit 201-B Harmon Loop Plaza, Dededo, Guam.

### Kumision Inangokkon Tano' Chamoru Chamorro Land Trust Commission

The Chamorro Land Trust Commission Board Meeting will be held on **Thursday, October 06, 2016 at 1:00 pm**. Department of Land Management conference room, 3rd Flr of the ETC Building, 590 S. Marine Corps Drive, Tamuning.

Individuals requiring special accommodations, auxiliary aids or services, may contact 649-5263 ext 617.

This ad paid for by Government funds.



**Sen. Thomas Ada**  
**Committee on Lands**  
**Public Hearing Notice**

Thursday, October 6, 2016, 6PM  
I Lhesiatu'ran Guahan Public Hearing Room

#### AGENDA

6:00pm.

**Bill No. 374-33 (COR) - T. C. Ada / B. J. F. Cruz / J. T. Wong / P. Ed. D. A. R. / Respicio**  
An act to reserve a portion of Lot 5173-1-R2-NEW-R6, Municipality of Tamuning, containing an area of eight (8) acres more or less, for use as a Chamorro shrine and the reinterment of ancestral remains.

**Bill No. 375-33 (COR) - T. C. Ada / B. J. F. Cruz / J. T. Wong / P. Ed. D. A. R. / Respicio**  
An act to authorize a lease between the Chamorro Land Trust Commission and *Ina'ohen I Lina'ia' Kotarun Chamoru, Inc.* on Lot 5173-1-R2NEW-4, Municipality of Tamuning, for use as a cultural center.

Individuals requiring special accommodations should submit request to Blaine Dydasco at 473-3301.

Paid for by funds of the Committee on Lands  
[www.senatorada.org](http://www.senatorada.org)

### Vietnam Chinese Friendship Association of Guam

**Profit & Loss**  
**January through December 2015**

Ordinary Income/Expense	
Income	
Ticket Sales & Contributions	27,605.00
Interest-Savings	0.85
Total Income	27,605.85
Expense	
Facilities and Equipment	2,500.00
Operations Expenses	698.16
Fundraising Expenses	12,750.00
Travel and Meetings	10,627.93
Total Expense	27,274.09
Net Income	331.76

**Balance Sheet**  
**As of December 31, 2015**

ASSETS	
Current Assets	
Checking/Savings	3,387.97
Total Current Assets	3,387.97
TOTAL ASSETS	3,387.97
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	1,551.15
Net Income	1,505.08
Net Income	331.76
Total Equity	3,387.97
TOTAL LIABILITIES & EQUITY	3,387.97

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THE OLD, BUT ON BUILDING THE NEW.

## PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

**GANESH, LLC**  
dba: CHALAN PAGO FAMILIA MART

has applied for a Class: 5 GENERAL OFF SALE ALCOHOLIC BEVERAGE LICENSE, said premises being marked as Lot 3239-Ram-1 #216 Chalan Kanton Tasi, Chalan Pago.

### GUAM ELECTION COMMISSION

Kumision Ilekcion Guahan

2nd Floor, Suite 200 GOG Building  
414 West Soledad Avenue, Hagåtña, Guam 96910  
Tel: (671) 477-9791 / FAX: (671) 477-1995  
E-Mail: [vote@gec.guam.gov](mailto:vote@gec.guam.gov) Website: [www.gec.guam.gov](http://www.gec.guam.gov)



### GUAM ELECTION COMMISSION REGULAR MEETING

The Guam Election Commission has scheduled its monthly meeting for **Thursday, October 6, 2016 at 5:30 p.m.**, at the Guam Election Commission Conference Room 200, 414 W. Soledad Ave., GOG Building, Hagåtña, Guam.

The public is invited. For individuals requiring special accommodations, auxiliary aids or services please contact the Guam Election Commission. For more information, you may call Helen M. Atagi at (671) 477-9791 or send an email to [vote@gec.guam.gov](mailto:vote@gec.guam.gov).

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Contact the Human Resources Office at: (671) 735-2350 for additional information regarding requirements, qualifications and application deadline: 8:00 a.m. to 5:00 p.m., Monday through Thursday, and 8:00 a.m. to 1:30 p.m. on Friday, except holidays. Visit the Human Resources Office website at: <http://www.guam.edu/hr> for detailed information on the job announcement. For further information please email Dr. Ulole J. Rivera, Search Committee Chair at [ulorivera@guam.edu](mailto:ulorivera@guam.edu).

The University of Guam is a U.S. accredited institution and an Equal Opportunity Employer and Provider, and complies with the Americans with Disabilities Act. For assistance, please contact the Institutional Compliance Officer at (671) 735-2244; (671) 735-2243 (TTY).

**/s/ LARRY G. BAMBDA, SPHR, SHRM-SCP**  
Chief Human Resources Officer

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### DEPARTMENT OF YOUTH AFFAIRS

Government of Guam  
**REQUEST FOR PROPOSALS (RFP)**  
RFP Number: **DYA RFP-16-002**

### NURSING SERVICES

THE DEPARTMENT OF YOUTH AFFAIRS is requesting for proposals from QUALIFIED OFFICERS whose principal focus will be to provide comprehensive nursing services to clients of the Department of Youth Affairs.

RFP packets are available for public review and pick up at the DYA Director's Office, on September 28, 2016, located at 160 San Isidro Street, Manglaan, from 8:00 a.m. to 5:00 p.m., Monday - Friday. RFP packet is also downloadable at [www.dya.guam.gov](http://www.dya.guam.gov) in a pdf format. DYA recommends that prospective Officers register with DYA to ensure that they receive notices regarding any changes or updates to the RFP. DYA shall not be liable for failure to provide notice to any party who does not register contact information.

Deadline for submission of proposals is on Friday, October 14, 2016, at 4:30 p.m. (Guam Standard Time). Proposals submitted after this time and date will not be considered.

For more information, please contact Jeannette C. Toles, Administrative Services Officer, at 735-5009.

**/s/ Adonis J. Mendiola, Director**

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# Colombia's Santos, FARC scramble to revive peace after shock vote

BOGOTA (Reuters) - Colombia's government and Marxist FARC guerrillas will scramble on Monday to revive a plan to end their 52-year war after voters rejected the hard-negotiated deal as too lenient on the rebels in a shock result that plunged the nation into uncertainty.

Putting on a brave face after a major political defeat, President Juan Manuel Santos offered hope to those who backed his four-year peace negotiation with the Revolutionary Armed Forces of Colombia (FARC) in Cuba.

Latin America's longest conflict has killed 220,000 people.

"I will not give up, I will keep seeking peace until the last minute of my term," he said moments after losing Sunday's plebiscite to those who want a re-negotiation of the deal or an obliteration of the FARC on the battlefield.

Santos plans to meet all political parties on Monday and send lead government peace negotiator Humberto de la Calle back to Havana to speak to the FARC leadership.

Rodrigo Londoño, the top FARC commander better known by his nom de guerre Timochenko, also offered reassurance the rebels remain



**CASTING A VOTE:** A Colombian Guambiano Indigenous woman votes in a referendum on a peace deal between the government and Revolutionary Armed Forces of Colombia (FARC) rebels in Silvia, Colombia, on Sunday. Reuters

committed to becoming a peaceful political party.

"The FARC reiterates its disposition to use only words as a weapon to build toward the future," Timochenko said after the result. "Count on us, peace will triumph."

Santos, 65, who was not obliged

by law to hold a plebiscite, had said there was no Plan B for the failure of the peace vote, but now appears ready to consider options.

Colombians, even those who backed the "No" vote, expressed shock at the outcome and uncertainty about the future.



## Dozens killed in Ethiopia after police use tear gas on protest at festival

By Paul Schiavone  
Special to The Washington Post

ADDIS ABABA, Ethiopia - Dozens of people died Sunday at a festival after security forces fired tear gas into a crowd during a political protest and provoked a stampede.

There is no official toll, with opposition leaders estimating at least 100 dead. A statement from the government has said only that there was a "loss of lives."

The Irreecha thanksgiving festival of Ethiopia's Oromo people takes place in October every year, at the conclusion of the rainy season, at a sacred lake in the town of Bishoftu, about 25 miles southeast of the capital, Addis Ababa.

The Oromo, Ethiopia's largest ethnic group that makes up about a third of the population, have for the past year been protesting their marginalization and the confiscation of their land for factories.

# Indonesian slum dwellers challenge eviction law in landmark case



**FLOODED SLUM AREA:** In this 2013 file photo, people rest around a railway track near their flooded houses at Tanah Abang slum area in Jakarta. Reuters

JAKARTA (Thomson Reuters Foundation) - Slum dwellers in Indonesia have launched a landmark legal case to challenge a decades-old law which has been used to forcibly remove thousands of families, amid a wave of evictions in the country's capital.

The case comes as authorities ramp up efforts to clear housing along a main river bank in Jakarta, the sprawling capital of 10 million people, to pave the way for an ambitious flood mitigation project.

Local residents have asked the court to declare a law enacted in 1960 as unconstitutional as it "gives the government a great authority to take the land

from the people" without due consultation, court documents show.

"I see more and more people suffering like me. This is wrong, this is inhumane," said Mansur Daud who was evicted last year from a slum in West Jakarta to make way for the project.

The 54-year-old hawker launched the legal challenge with two others this week, saying they want justice to be upheld.

"There was no dialogue, no compensation. I have to live at my parents' house now, my children were traumatized by the eviction, where is the justice?" he told the Thomson Reuters Foundation on Friday.

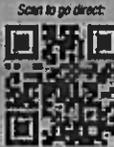
The 1960 law prohibits the use of land without permission from the rightful owner, but land rights advocates argue it has long been invoked in favor of the authorities.

Lawyer Alido Felix Januarydy said the law unfairly targets slum dwellers and the poor who cannot provide proof of land ownership, due to a legacy of unclear and overlapping land titles, as well as bureaucracy in Indonesia.

However, he said this was exacerbated by the fact that the law does not

require the government to provide the same proof of title when it is used to evict the residents.

"The problem with land evictions in Indonesia is that nobody has a (land ownership) certificate," said Januarydy, who specializes in land rights cases and represents the slum dwellers.

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*Kumision Inangokkon Tano' Chamorro Chamorro Land Trust Commission*

The Chamorro Land Trust Commission Board Meeting will be held on **Thursday, October 06, 2016 at 1:00 pm**, Department of Land Management conference room, 3rd Fl. of the ITG Building 590 S. Marine Corps Drive, Tamuning.

Individuals requiring special accommodations, auxiliary aids or services, may contact 649-5263 ext 617.

This ad paid for by Government funds.

GUAM DAILY POST • SATURDAY, OCTOBER 15, 2016

# Historic town swamped, 22 dead in North Carolina flooding

TARBORO, N.C. (Reuters) – Floodwaters inundated the historic black town of Princeville, North Carolina, on Thursday, leaving homes submerged to their roof lines as the state's death toll in the aftermath of Hurricane Matthew climbed to 22.

Flooding from the Tar River had been expected in Princeville, which was founded in 1885 and believed to be the oldest U.S. town incorporated by freed slaves, and most of its 2,000 residents evacuated.

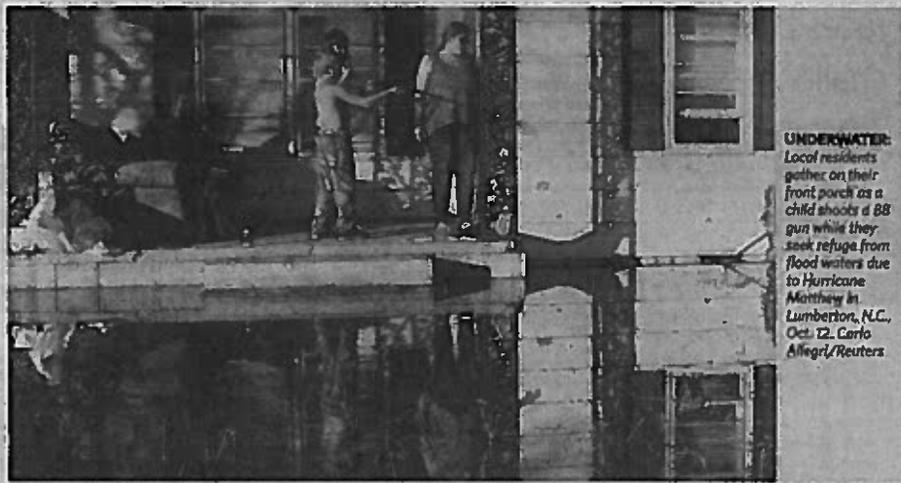
North Carolina Gov. Pat McCrory described a dramatic rise in the water level in the town, long been plagued by flooding and devastated by floods after Hurricane Floyd in 1999.

Areas that had about a foot of water on Thursday morning were covered in up to 12 feet by afternoon, he said.

"Princeville is basically under water at this time," McCrory told a news conference after flying over the town. "You gotta see it to believe it."

The governor praised the town's residents for heeding evacuation orders, saying no one there had died.

However, McCrory announced two



**UNDERWATER:** Local residents gather on their front porch as a child shoots a BB gun while they seek refuge from flood waters due to Hurricane Matthew in Lumberton, N.C., Oct. 12. Carlo Allegri/Reuters

additional fatalities after the storm death toll rose to 20 late on Wednesday. The latest victims included someone who drowned in Lenoir County after driving around a barricade for a washed-out roadway. Most

of the state's deaths from the hurricane have been drownings, he said. "Stay off the roads," McCrory said. "Stay out of the water."

More than 30 deaths in the United States have been blamed on Matthew, with a fourth death announced in South Carolina by that state's governor on Thursday. Before hitting the southeast U.S. coast, the

fierce storm killed around 1,000 people on its rampage through Haiti last week.

The recovery effort in central and eastern North Carolina is expected to take weeks or months. So far, the federal government has disbursed about \$2.6 million to individual flooding victims and approved \$5 million for emergency road repairs.

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*Kumiston Inangokkon Tano' Chamoru Chamorro Land Trust Commission*

The Chamorro Land Trust Commission Board Meeting will be held on **Thursday, October 20, 2016 at 1:00 pm**, Department of Land Management conference room, 3rd Flr. of the ITG Building; 590 S. Marine Corps Drive, Tamuning.

Individuals requiring special accommodations, auxiliary aids or services, may contact 649-5263 ext 617.

This ad paid for by Government funds.

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

**GARDEN FOOD & GROCERY, INC.**  
dba: CORNER MART

has applied for a Class: 5 General Off Sale Alcoholic Beverage License, said premises being marked as Lot: 1119-1-3-R1-New 1142 Rt 8 Mongmong.

"All the world's a stage, and all the men and women merely players." - Jacques. Keep up with nonfictional world players and events in this section. Send us your thoughts to [content@postguam.com](mailto:content@postguam.com).

## How US and Western troops will help in the battle for Mosul

By Thomas Gibbons-Neff  
The Washington Post

On Monday, Iraqi military and police forces, alongside Kurdish fighters and various militias, began their slog into the Islamic State's last Iraqi stronghold of Mosul.

Since the official start of the U.S.-led campaign against the Islamic State in Iraq and Syria in 2014, U.S. military officials have stressed that American troops would not be in a combat role, and instead relegated to "advising and assisting" their Iraqi counterparts from behind the front lines. Coupled with air and artillery support, the strategy has paid off, albeit more slowly than some military campaigns in the past.

In Mosul, that strategy will be put to the test as U.S. and Western forces are forced to coordinate

their support, comprising chiefly of airstrikes, with 80,000 troops advancing from different directions, all on their own timetables, some with differing uniforms and likely no universal way to communicate.

Unlike other battles against the Islamic State, the sheer number of fighters pouring into Mosul is staggering compared to prior operations. The fight for Ramadi earlier this year featured roughly 10,000 Iraqi troops, while the battle for Fallujah, just months later, had around 15,000.

According to Lt. Gen. Stephen Townsend, commander of the U.S.-led campaign in Iraq and Syria, the advancing forces will be buoyed by Western air support: artillery, intelligence, advisers and troops that will help call in airstrikes, known as forward air controllers.

## British lawmakers urge Twitter, Labour to fight antisemitism

(Bloomberg) - Twitter and Britain's Labour Party must do more to stamp out antisemitism, a cross-party panel of British lawmakers said. Twitter came in for the sharpest criticism from the Home Affairs Committee, which expressed shock at the "viscerally antisemitic nature and volume of tweets directed

specifically at members of Parliament." It flagged online abuse suffered by Jewish Labour lawmakers, including Luciana Berger, who it said received more than 2,500 tweets in 2014. "It is deplorable that Twitter continues to act as an inert host for vast swathes of antisemitic hate speech and abuse," the panel said in a report published Sunday. "The company has the necessary resources and technical capability, and must do more to address this pernicious problem, which appears to be growing exponentially."

## Bucharest hosts International Tattoo Convention



**ILLUSTRATED MAN:** A man shows his tattoos during the International Tattoo Convention Bucharest 2016 in Bucharest, Romania, Sunday. Prominent tattoo artists from across the world displayed their skills in the Romanian capital over the weekend. AP



**GUAHAN ANCESTRAL LANDS COMMISSION**  
Kumision I Tano' Sa'na-Ta



**NOTICE OF PUBLIC MEETING**

The **GUAHAN ANCESTRAL LANDS COMMISSION (GALC)** Board Meeting will be held on Wednesday, October 26, 2016 at 2:00pm, Department of Land Management conference room, 3rd Flr. of the ITC Building, 590 S. Marine Corps Drive, Tamuning. Individuals requiring special accommodations, auxiliary aids or services, may contact 649-5263 x432.

This ad paid for by Government funds.



**Sen. Thomas Ada**  
Committee on Infrastructure

**Public Hearing and Information Briefing**  
Wednesday, October 26, 2016  
I Liheslaturan Guahan, Public Hearing Room

**9:30pm**  
**Bill No. 360-33 (COR) - T.C. Ada**  
An act to transfer lot 427, Municipality of *Talofofo* with an area of 3,243± square meters from the administrative jurisdiction of the Chamorro Land Trust Commission to the Guam Power Authority for the purpose of expanding the *Talofofo* substation.

**Bill No. 361-33 (COR) - T.C. Ada**  
An act to transfer a portion of Lot 421-R26, tentatively identified as "Iportion 421-77" Municipality of *Talofofo* with an area of 2,100± square meters from the Chamorro Land Trust inventory to the Guam Power Authority for the purpose of expanding the *Talofofo* substation.

**Information Briefing on Guam Power Authority:**  
**Status of Power Generation**

**Bill No. 387-33 (COR) - T.C. Ada**  
An act to rezone Lot No. 8, Tract 25305, Municipality of *Yona* and Lot No. 402-R10-2-10-1, Municipality of *Santa Rita*, from Agricultural (A) zone to a Public Facility (PF) zone for the purpose of constructing two (2) sewer lift stations.

Individuals requiring special accommodations should submit request to Blaine Dydasco at 473-3301.  
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*Kumision Inangokkon Tano' Chamoru*  
**Chamorro Land Trust Commission**

The Chamorro Land Trust Commission Board Meeting will be held on **Thursday, October 20, 2016 at 1:00 pm**, Department of Land Management conference room, 3rd Flr. of the ITC Building, 590 S. Marine Corps Drive, Tamuning.

Individuals requiring special accommodations, auxiliary aids or services, may contact 649-5263 ext 617.

This ad paid for by Government funds.



**INVITATION TO BID**  
The Honorable Eddie Bese Lujan, Governor of Guam, through the Honorable Department of Public Works (DPW), Glenn Leon Guerrero announces the solicitation of sealed bids for:



**ROUTE 28 (MACHENE AVENUE) RESURFACING**  
(FROM CORENOSO STREET TO KALAMABA DRIVE)  
Project No. GU-028-S-0001-L-0ED

**CHALAN BALAKO RESURFACING**  
(CHALAN BATANGBA TO Y-SENSONG ROAD)  
Project No. GU-VST-S-BLKI-L-0ED

**IFB Security must accompany - 10% of total bid amount and may be Bond, Certified or Cashier's Check made payable to: Treasurer of Guam**

**Availability of Documents: - October 14, 2016, 2nd Floor, Division of Highways Building, Room 201, DPW, Upper Tamun.**

**Pre-Bid Conference: -2nd Floor, Division of Highways Building, Room 201, DPW, Upper Tamun.**  
October 26, 2016, 9:00 a.m. (Project No. GU-028-S-0001-L-0ED)  
October 27, 2016, 9:00 a.m. (Project No. GU-VST-S-BLKI-L-0ED)

**Bid Opening: - 2nd Floor, Division of Highways Building, Room 201, DPW, Upper Tamun**  
November 9, 2016, 2:00 p.m. (Project No. GU-028-S-0001-L-0ED)  
November 10, 2016, 2:00 p.m. (Project No. GU-VST-S-BLKI-L-0ED)

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

**/s/ GLENN LEON GUERRERO**  
DIRECTOR  
*This Ad Paid for with Government Funds*



# Chainorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 649-5263 ext. 435 Fax: 649-5383

**Eddie Baza Calvo**  
Governor of Guåhan

**Ray Tenorio**  
Lieutenant Governor of Guåhan

## Commission Members

**Pascual V.A. Sablan**  
Chairman

**Joseph I. Cruz**  
Vice Chairman

**Amanda L.G. Santos**  
Commissioner

**Gyongyi "Pika" P. Fejeran**  
Commissioner

**(Vacant)**  
Commissioner

**Michael J.B. Borja**  
Administrative Director

## COMMISSION MEETING MINUTES

Department of Land Management Conference Room  
3<sup>rd</sup> Floor, ITC Building, Tamuning  
Thursday, August 18, 2016, 1:00 pm – 5:05 pm

### I. CALL TO ORDER

Meeting was called to order at 1:00 pm by Chairman Pascual Sablan

### II. ROLL CALL

Present were Chairman Pascual Sablan, Commissioner Amanda Santos, Commissioner Gyongyi "Pika" Fejeran, Legal Counsel Kristen Finney and Administrative Director Michael J. Borja.

### III. APPROVAL OF MINUTES – June 16, 2016

Commissioner Amanda Santos moved to approve the Minutes of June 16, 2016. Commissioner Pike Fejeran second the motion. There were no objections, motion passed.

### IV. PUBLIC COMMENTS

1. **Natasha Cruz** represented by her father, **Ted Cruz**: Ted Cruz, Natasha's father, she could not get out of work as the school just started today. What we are asking is for a name change on the lease so she can move forward to build her house.

**Commissioner Pika Fejeran**– I think you work with your representative, right?

**Chairman Pascual Sablan** – She has a niece already and wants to relinquish it to her.

**Administrative Director Michael Borja** – She wants to turn it over to her niece.

**Chairman Pascual Sablan** – Natasha needs a survey?

**Administrative Director Michael Borja** – No. Because you are not supposed to change anything on the lease for seven years and we are changing the lease within that seven year period from one name to another. She wants to give it over to her niece and so we are just looking to get the commission's approval for doing that because it doesn't meet the seven year requirement. But we've qualified her, she's fully qualified for the

Chamorro Land Trust applicant lessee. We are not changing the land we are just changing the name on the lease.

**Chairman Pascual Sablan** – What happened to the lessee? The original Lessee?

**Ted Cruz** – My mother passed away and I was the beneficiary, I turned it over to my two sisters, and I have my own land. I was told when I was the beneficiary; before I even got the land I even asked I am the beneficiary of one land they told me, oh it's okay, than I was told, that I had to give up one or the other so I transferred everything to my sister. So my sister got married she has her own house and everything, and she doesn't really have time to go to the land so I told her, I said, give it to one of the kids because I'm the only one who has kids. My daughter is the one who is trying to build a house on the land. She went to the bank and the bank said it won't build on a land trust land so she's going to Guam Housing right now.

**John Gumataotao (CLTC)** – Just a recap to what he said. Because the sister has a private residential structure or home, she doesn't qualify under this Chamorro Land Trust application for residential but because she already received her lease, the niece, she is ready to build a house if she wants to go to the motions of the Guam Housing Corporation, it is the only institution who can finance on government land.

**Commissioner Pika Fejeran**– I have two questions. Your sister has already provided all the documentation, our records is showing she wants to relinquish her lease?

**Ted Cruz** – Yes mam, all the documents are there already.

**Commissioner Pika Fejeran**– M second question is, the seven year alienation, why is that, I have not seen that?

**John Gumataotao (CLTC)** – It's more part of the benefits granted under the lease where there's a seven year tax exemption and there's a two year requirement requiring the lessee to build on the land and it's already been, like I said, three years, because we haven't met the seven year period, it's the commission's judgement/decision to transfer the lease within that seven year alienation.

**Commissioner Amanda Santos** – Why only seven?

**Administrative Director Michael Borja** – The seven year is in the public law?

**Margarita Borja (DLM)** – Public Law 23-38. Does not allow until after the seven years. I'm not sure what section it is, but it's in there. What it is they got to hold on to it for at least seven years. If the request comes in before the seven year period for emergency purposes only it would have to get approved, so it's up to the board in case if it's emergency. It's allowable but it's upon the board.

**Chairman Pascual Sablan** – OK you understand John.

**Ted Cruz** – Yes, I understand.

**Chairman Pascual Sablan** – and you have submitted all those documents to Chamorro Land Trust.

**Ted Cruz** – All the documents are submitted already sir.

**John Gumataotao (CLTC)** – It's basically just seeking the board's/commission's approval to transfer the lease rights from Maria Camacho to Natasha A. Cruz, and we wouldn't be asking this if Natasha Cruz does not meet the qualifications. She's meet all the qualifications as a regular applicant.

**Commissioner Pika Fejeran**– I'll make a motion to approve the relinquishment from the lease holder to your daughter.

**Commissioner Amanda Santos** – I second.

**Chairman Pascual Sablan** – A motion was made by Pika Fejeran second by Amanda Santos. Any comments? No. Those in favor say aye.

**Everyone** : Aye. Thank you.

## **2. Atanacio A. Cruz**

**Administrative Director Michael Borja** – The other person Anatacio came in. Atanacio Cruz, Anita Cruz

**Chairman Pascual Sablan** – Please state your name.

**Atanacio A. Cruz** – Anatacio A. Cruz , Anita A. Cruz

**Chairman Pascual Sablan** – What can we do for you?

**Atanacio Cruz:** I have a land lease up in Yigo and I want to share with my sister half acre, give her at least half if we could.

**Chairman Pascual Sablan:** You have two acres land and you want to (interrupted).

**Atanacio Cruz:** Share half of that to my sister because she don't have no place to stay.

**John Gumataotao (CLTC):** Just need to provide information on the lease, he has a Chamorro Land Trust lease for agricultural purposes in Yigo for two acres, Ms. Cruz has a residential application, however, she was not given a property, the brother is willing to

relinquish one acre of his two acres to the sister. However, anything above half acre is required also by the Chamorro Land Trust Commission to get approval.

**Administrative Director Michael Borja** – Was the original lease based on the land use permit?

**John Gumataotao (CLTC)** – Yes because he was.

**Administrative Director Michael Borja** – In the past, what happened, he preoccupied the land? In the past, the commission had approved these kinds of division of lands for the person who came aboard not because of the Chamorro Land Trust but because he had the land previously. However, had he given the land directly from the Chamorro Land Trust, the commissions never approved the subdivision of the lot to be allotted to someone else.

**Chairman Pascual Sablan** – But are these agriculture lease?

**Administrative Director Michael Borja** – No, no but he does have Chamorro Land Trust leased out because we had to give him one because he was in *Arendo* because under the land use program he is certified as being the prior occupier of the land prior to the creation of the Chamorro Land Trust Commission and such we had to give them the lease for the land they were using at the time so he is asking to subdivide that land. Now in any kind of subdivision we had to comply with whatever our subdivision law is in dividing the land to ensure that there's an adequate access to both lots so one cannot be land lock.

**Commissioner Amanda Santos** - So they could share now that? He could share it with the sister?

**Administrative Director Michael Borja** – In the past we had done that too so the land use permit, originally the land use permit, land users. We never allow it unless they got the approval of the commission. It was not something the director would approve, and that's what we didn't do the last time. So we have just, not long ago, we had some individuals who took a very large lot and divided it into four. The brothers were on it and the two sons were added on.

**Commissioner Amanda Santos** – What place is that?

**Administrative Director Michael Borja** – Dededo

**Chairman Pascual Sablan** – I remember that. You have any suggestion?

**Commissioner Pika Fejeran**– Question. So your intension is to live on the lot that your relative gave you? To build the house on it?

**Anita Cruz:** I built the house already and I'm farming on the lot.

**Commissioner Pika Fejeran:** Are you currently living there or is it strictly for farming, the portion you want to keep.

**Atanacio Cruz:** I used to live there but then I gave it to her.

**Anita Cruz:** We've been farming the land.

**Atanacio Cruz:** Everything is fruiting since 1980.

**Commissioner Pika Fejeran:** Would there be a problem if it is subdivided? Is it a problem to change her lease to residential?

**Administrative Director Michael Borja:** or it can still be agriculture if they are allowed to build a house?

**John Gumataotao (CLTC):** It's a different requirements that are met for agriculture and residential. For agriculture he has to farm at least 70% of the land which if relinquishes an acre to the sister or even a half acre he still has an acre and half to work with the 70% so it's far less to get the CLTC to approve the relinquishment of either a half acre or one acre of this original two acre lease and then to amend the lease to give whomever.

**Commissioner Pascual Sablan:** So what is your intension, you're going to give your sister half of it or what, half acre or what?

**Atanacio Cruz:** Yes, she prefer acre and I'll keep the other half since I have two. One each.

**Commissioner Pika Fejeran:** One acre each.

**Chairman Pascual Sablan:** You have two acres?

**Atanacio Cruz:** Yes sir.

**Chairman Pascual Sablan:** So you cut it in half so you get one and your sister get one?

**Atanacio Cruz:** Yes sir.

**Chairman Pascual Sablan:** John, done the survey ready and everything?

**Administrative Director Michael Borja:** They want to be required to do the survey to subdivide the lot in accordance with the subdivision law and it will be their responsibility before the lease is to be executed.

**Chairman Pascual Sablan:** ok!

**Chairman Pascual Sablan:** Do you have any question?

**Commissioner Amanda Santos:** It would be nice if he could give the sister one acre that would be a good idea.

**Chairman Pascual Sablan:** It's good idea to give the sister half?

**Commissioner Amanda Santos:** One acre, one each.

**Commissioner Pika Fejeran:** Sounds like a motion.

**Chairman Pascual Sablan:** Okay

**Commissioner Pika Fejeran:** Moved. 1 second

**Chairman Pascual Sablan:** A motion has been made by Mrs. Santos, second by Commissioner Pika Fejeran to approve the request of Mr. Atanacio Cruz. Ok Mr. Cruz, John.

**John Gumataotao (CLTC):** Thank you sir.

**Chairman Pascual Sablan:** Thank you

**Atanacio Cruz:** Thank you everybody.

**Chairman Pascual Sablan:** Who's next?

**Administrative Director Michael Borja:** Is Melvin Duenas around?

**Margarita Borja (DLM):** He's here.

**Administrative Director Michael Borja:** Jacob Iriarte. Go ahead and states your name for the record and then explain what you are here for.

**3. Jacob Iriarte:** Good afternoon, mam sirs. My name is Jacob Iriarte and my purpose for being here is to try to continue farming in the property that was authorized and approved by the Chamorro Land Trust in 1995 when I applied. I was deployed several times and I was not able to follow through so every time I came back, Chamorro Land Trust, I don't know who the administration was at that time I do know all the personnel there. They said they will take care of the paperwork, they did allow me, I'm sorry, I had to turn off the nervous button. Anyways, April 30, 2001 before I deployed I applied, they approved, authorized for me to have a temporary water hook up and power hook up so I went ahead and build a pedestal on this. You don't mind if I pass out the Power Point presentation? This will give you an idea of where the land is located at and they do have it on the screen.

**Commissioner Pika Fejeran:** I just have a question before you move on. Do you have a lease or is that the issue?

**Jacob Iriarte:** You know that was the issue, right is that in 1995 Chamorro Land Trust, it's not a playing game, we're not here to debate or argue. They said they will take care of the paper work and I said you know okay. So they had approve/authorize me to occupy so I've been farming and raising my animals there. I also left a storage container with a lot of my equipment but when I deployed and came back all the stuff were gone my power meter was they took all of the copper they took all of my equipment my farm equipment and of course unfortunately water was disconnected I don't want to just ahead but hey those were the things were happening and I really wasn't expecting to be here but I'll go with the flow and just requesting if you can approve me to farm continue farming and raising my pigs they had offered me a residential lot the only reason why I paused on that is because I currently have several a lot of pigs and I know that public health is very strict a pigs do have a foul odor I'm working on it as far as going to the proper procedure and guidelines....

My farm included and of course unfortunately the water was disconnected. Those were the things were happening and I really wasn't expecting to be here but I'll go with the flow I'm just requesting if you can approve me to continue farming and raising my pigs, they offered me a residential lot, the only reason why I am on that is I do have several pigs and I know that public health is very strict pigs do have a foul odor I'm working on it as far as went to the proper procedure and guidelines on how to construct a proper piggery as you all know everybody complain about the smell so I want to try to prevent that or minimize that. The only way for me to continue is that I try to obtain a lease to get the power and water. They do approve the water and power. I have water hooked up but then again I left so they disconnected and then I came back and then after this past deployment I came back to ask if I can get a temporary hook up until we get this matter straighten out so I don't have no control over unfortunately I was denied; maybe not denied but on hold.

**Commissioner Pika Fejeran:** Who told you to come here and get a valid lease?

**Jhoana (CLTC):** The thing is the area that Mr. Iriarte is occupying is unregistered so although he has been in the premises you know for quit sometime the area is unregistered which means we are unable to give him a lease and also a survey map for him to go and pursue in survey so he did advise us to there is a meter that was put there prior but due to his absence on island I believe was cut off so when he tried to go and try to hook due to our instability you know we can't give him leased on unregistered or survey that's the only reason why Mr. Iriarte is unable to go ahead and hook up a water even though there is a meter there. So he has been requesting that is possible avenue for him to hook up the water but that's something he hadn't done that due to the area being unregistered.

**Commissioner Pika Fejeran:** Were you on that land prior to your application?

**Jacob Iriarte:** Yes. I just wanted to... in '95 that came up with that application and I went in and apply and they asked me the option weather you want the agriculture or residential I said I requested for agriculture to continue doing, farming. Then CLT said they are going through the transition of a transfer of authority from Dept of Agriculture to CLT. I didn't know anything, I honestly didn't know anything about it I said okay so they said okay go ahead and continue farming and a we will take care of the paper work so again you know time lapsed again I was able to obtain a temporary approval for water and power they did approve it there

is are utility poles there and there are water pipes two inch water pipes that go directly to property. It is surveyed however it's under (inaudible) all that section there is broken up to nine acres from what I've learned and again I'm not looking for residential I'm more concerned with the farming because even with herbicide spraying with chemicals. I didn't want to affect the neighboring properties which I know some areas right now it has become an issue and I'm trying to prevent that from actually happening, you know, in my case.

**Administrative Director Michael Borja:** Jhoana, does he have an application on file?

**Jhoana (CLTC):** yes

**Administrative Director Michael Borja :** What's the date on the application?

**Jhoana (CLTC):** February 1996

**Administrative Director Michael Borja:** February '96? Is he a land use permit (inaudible) or anything or (inaudible) agriculture, anything on file for that, do you recall ever getting anything?

**Jacob Iriarte:** I just got back from active duty.

**Administrative Director Michael Borja:** I know but prior to you using the land, you're using the land because the Department of Agriculture had grant you that land?

**Jacob Iriarte:** Yes

**Administrative Director Michael Borja:** You have any proof of that documentation?

**Jacob Iriarte:** You know sir if I had known than what I know now, it was all verbal.

**Administrative Director Michael Borja:** Do we have any kind of documentation from the Department of Agriculture on their previous leases?

**Jhoana (CLTC):** I haven't checked on regarding the listing of all the (inaudible)

**Administrative Director Michael Borja:** You need to check on that. Do you have the mayor's certification?

**Jacob Iriarte:** Yes sir

**Administrative Director Michael Borja:** So you've been there since before 1995?

**Jacob Iriarte:** '91 actually

**Commissioner Amanda Santos:** In Dededo?

**Administrative Director Michael Borja:** Was this Mataguac?

**Jacob Iriarte:** Actually this is the boundary that divides Dededo into Yigo.

**Administrative Director Michael Borja:** The Mataguac area?

**Jacob Iriarte:** Yes sir.

**Administrative Director Michael Borja:** So it's unregistered land. I know we are going to have another individual here and we've been approached by an individual who has been out in that area as well for a while and the problem with unregistered land is we're prohibited by law in issuing leases until the land is registered so we are trying to look at a way for these individuals who have been farming there for years and years and years and through either the Department of Agriculture or land use permit to have some kind of authorization to continue for them to use the land and that authorization in some way hope fully we can work and make arrangement with Guam Waterworks and even Guam Power Authority for them to be able to have something, because there is an issue with the utilities and being able to provide services for people. They should have a legal authority to use the land as the lease, they should have a survey to depicts the area and where the easements are and that's the requirements that they need to have and we are pretty much trying to honor that all the way, I don't know if we have any kind of survey maps or master plans of the area.

**Margarita (DLM):** There's recorded map.

**Administrative Director Michael Borja:** There's a recorded map of property?

**Margarita (DLM):** For the (inaudible)

**Administrative Director Michael Borja:** That's a recorded map?

**Margarita (DLM):** It's 10-20

**Administrative Director Michael Borja:** Of an unregistered land?

**Margarita (DLM):** Yep. Aha!

**Administrative Director Michael Borja:** Ok. So you know if you want we will work on trying to find a way to get this issue resolve for the time being until we get the land registered to these lots. Formally.

**Margarita (DLM):** Sure

**Administrative Director Michael Borja:** But the issue here is it might be a February 1996 applicant if it proves that he's a prior user again, you know, we're been able to overcome that.

**Chairman Pascual Sablan:** At the same time I'm not going to ask Mr. Iriarte to move out, you know, from the place but he should go through, like others, you know, try to get some documents and coordinate it with the Department of Agriculture.

**Administrative Director Michael Borja:** What I'm about to point out commission, is that this unregistered land, we've been asking for budgets to include the process to allow for us to do the surveying and the registration of lands and it was denied in the last year's budget and in accordance with the substituted bill introduced yesterday for the 2017 budget we been asking for, it's been denied again. So this is an issue where it's going to become extremely difficult for us to even move forward in this matter for land registration processes as well as land survey without the funding we've been asking to have. Now the funds are available but they haven't given us the appropriation to do it, you know. We'll work with Mr. Iriarte in trying to figure a way to make this work for him and in the interim but as far as the former lease goes we are going to have a difficult time issuing one on unregistered land. Now, there do exist leases on unregistered lands that were given prior to in very early years and those issues are of concern which we have to deal with. But we are not going to go kick those people off because they are using it and there's no zoning so we have to deal with those kinds of issues as well.

**Chairman Pascual Sablan:** How many years you know to allow it to stay here and then and when that time comes we, again I don't want the Chamorro Land Trust to get stuck also you know.

**Administrative Director Michael Borja:** We have to be careful too I mean the authorization isn't going to allow what we want to allow him the water and power, that's what we have to figure out. We don't know but we do have a map that will (inaudible) that help along the way because it provides – we have to work one on one with the individual and the utilities on these issues.

**Chairman Pascual Sablan:** I have a question Mr. Iriarte. This is a decent size property percentage wise, how much of it are you using?

**Jacob Iriarte:** Percentage wise sir, I say almost 75%. What I did was I planted several lemai trees which I'm trying to. There's lemai trees and pigs farm. The reason why I'm just concentrating on lemai trees right now and the *butu* trees (paused)

**Commissioner Pika Fejeran:** It's very unfortunate that you know in this grey areas that are hazard site but like the director said I think we can work individually the utilities.

**Administrative Director Michael Borja:** Moving forward, do you know we are going to finally have to have more discussions about the size of your land?

**Jacob Iriarte:** Yes, sir that's no problem. The water, the two inch lines are already right in front of the property the power poles are there on the property they are on site. As I said I was giving an authorization to hook up water and I was allowed I went ahead and hooked up water it was disconnected because some misunderstanding but I did, but as far as the utilities

there fronting the property I was relying on rain water actually to supply the pigs and transiting water from some areas to the animals.

**Chairman Pascual Sablan:** On this map where are you here?

**Administrative Director Michael Borja:** At the dot at the very end.

**Jacob Iriarte:** Right there is 299 meters in

**Chairman Pascual Sablan:** 260.99?

**Jacob Iriarte:** Yes sir it's approximately 260 meters in from Chalan Kota the main strip.

**Chairman Pascual Sablan:** For this you are occupying all these.

**Jacob Iriarte:** No, no sir. Just this area here. Just this area. So all of this is lemai trees and then the one and then the pigs.

**Chairman Pascual Sablan:** Thank you Jacob.

**Jacob Iriarte:** Thank you sir.

**Chairman Pascual Sablan:** So we show in the record that we entertained this concerns, you know, of the problem

**Commissioner Pika Fejeran:** I would like to make a motion to have the commission and the director to work directly with Mr. Iriarte first to get the documents necessary showing that he is rightfully on that property and then moving forward from there getting some kind of interim agreement with the utility companies until we are able to register, have survey and then finally issue out a lease. Again based on the documentation you provide in the beginning.

**Commissioner Amanda Santos:** I second the motion.

**Chairman Pascual Sablan:** Make sure the things like this whoever using the property don't soil the property is my concern. You understand where I come from?

**Jacob Iriarte:** Yes sir.

**Chairman Pascual Sablan:** So those in favor say aye.

**Everyone:** Aye.

**Chairman Pascual Sablan:** Ayes have it. Thank you.

**Administrative Director Michael Borja:** Get in touch with Jhoana.

**Jacob Iriarte:** Yes, thank you very much.

**Administrative Director Michael Borja:** Frank Cabrera. Please state your name for the record and explain what you are here for.

4. **Frank Cabrera:** Good afternoon sirs and mams. My name is Frank Cabrera and I'm from the village of Piti.

**Chairman Pascual Sablan:** What can we do for you?

**Frank Cabrera:** Back in March of 2011 my farm land was approved and I was asked by the then administrator of CLT if I like five acres in the Malojloj area to farm and I said oh wow that's great yea and okay he told me that I would have to have it survey so immediately I got myself a surveyor who starts surveying the property but the surveyor said that I would have to fork out half of the money to him before he start surveying so I fort up \$1,500. In the process of surveying the property the surveyor said Frank this is not farmland this is all rocks. This is all coral rocks. I said really, he said, yea if you want you can come down and look at it and look at it for yourself so I said okay I went down and looked at the property and sure enough it was basically really sharp rocks like you find on the you know going down to Yona beach with the sharp rocks and I said okay I guess I better go back to Chamorro Land Trust and see what they could do. So they offered to show me a property in Inarajan and I chose not to go down to Inarajan because it was like a mountain side and coming from Piti by the time I came down I was sleeping, you know, very sleepy. I said no Inarajan is too far from where I live so then he showed me, I forgot, where he showed me first, he showed me Agat another area which was next to a field that they were going build the southern, I guess, recreation center but in that area it was really, it would drop, and I think only maybe less than a half acre is really good for farming because it would drop again and they only according to the person they were sink holes there in that area, and they were a lot of I guess construction I guess a lot of cement that were thrown in there. I said they would be a lot of work for me to clean up. So I decided no and then the last one they showed me was a C&H farm area I forget next to some store there, I forget the name of the store, I'm not really familiar with the northern part, but when they showed me the area I was so happy because it was flat, nice and flat. So he showed me the area but after that there was no follow up, nothing.

**Chairman Pascual Sablan:** Not follow up from Chamorro Land Trust?

**Administrative Director Michael Borja:** Who were you working with?

**Frank Cabrera:** There were several agents, I guess, I mean there was a woman, a man. I don't remember names. I remember faces, and then I heard from David Camacho says Frank there might be a possibility that you know I might get something up on Barrigada Heights behind the old Revenue and Tax cause I guess you guys were in the process of surveying that area but he told me he might get less than five acres that you got. I said how much less and he said maybe two acre. I said I don't care, give it to me. I'm tired of waiting you know I'm tired of looking at sites plus I thought that area would be ideal because I felt it was much closer to me, you know from Piti going up there to Revenue and Tax behind that

area somewhere in Barrigada Heights. That again never happen. But I waited, I waited, and waited hopefully that something will happen, nothing happen. So now I'm here because I'm really tired of waiting, and my plan was authorize and I went out and spent \$1,500 I haven't gotten reimburse for that and if you want me I can bring Mr. Castro to verify or confirm that I paid him that amount to survey the property in Malojloj and he was the one who told me that that area was all rocky and I confirmed it because I went down and looked at it.

**Chairman Pascual Sablan:** I suggest friend that you come in and see the director and he can refer to one of the staff that can show you a place that is good for farming. Because it looks like you went to Inarajan and just to find out that the rocks are coming up. I don't know what's the problem.

**Frank Cabrera:** I did the water. There's no follow up from the Chamorro Land Trust.

**Chairman Pascual Sablan:** How about you following up?

**Frank Cabrera:** Well I, from what I heard in the follow up, you know me, checking they said, Frank it's really dangerous up there at night time because there's a lot of people I guess robbing I guess going into... I said oh my God. So in my mind I said ah maybe that's not a good area because I said if I'm not there everything I plant will be gone if they are coming in and stealing it than I will be depressed/frustrated.

**Chairman Pascual Sablan:** Have you seen the place that David Camacho mention to you?

**Frank Cabrera:** No I just heard it through him that I guess they were in the process of getting that property survey and that I said wow great I was so happy because I'm hoping, I was telling Dave, I'm hoping you guys get it survey and I hope you contact me and you know. I was just basically hopeful.

**Chairman Pascual Sablan:** Don't you want to go through that route as I said to see the director or the Chamorro Land Trust and they will be the one to show you what would be a good place.

**Frank Cabrera:** I just want a farm land that has easy access from it, I like to go to something close by.

**Chairman Pascual Sablan:** You're warning me now because if they assign you some place from Piti to whoever might fall asleep on the road and get accident.

**Frank Cabrera:** That's true and I don't want to fall asleep on my way to the farm. Maybe it took much longer because at the time I was going down, what was happening in the south, road construction so you have to slow down to the one side of the road and wait.

**Administrative Director Michael Borja:** We will have the land agent update Camacho and a way to get in touch with you too so someone can follow through on this. We did have some

changes, some of the land agent perhaps one of them might have files they were working with you and we'll (inaudible).

**Frank Cabrera:** Okay, great. Thank you so much.

**Administrative Director Michael Borja:** You guys have his contact information? Let's go ahead and we'll get your contact information. So we have your phone number assign so we'll work on it.

**Commissioner Pika Fejeran:** Thank you

**Administrative Director Michael Borja:** I think the next individual, I can't read the name, but Santos? Did someone sign up that we haven't called you yet? The other individuals on this listing are on the agenda.

**Chairman Pascual Sablan:** Okay. So we're done with public comments.

**Administrative Director Michael Borja:** Yes

## **V. OLD BUSINESS**

**Chairman Pascual Sablan:** Old Business

**Administrative Director Michael Borja:** You had asked to have the information from the previous agenda to be brought up to attach in your pamphlets to follow through.

**Commissioner Pika Fejeran:** Let me go down this way please

**Administrative Director Michael Borja:** Sure

**Commissioner Pika Fejeran:** Did you ever meet with the (inaudible)

**Administrative Director Michael Borja:** No we have not. Guam Racing Federation took care of the issues of the one right away of the number of financing. Joey, do you have anything on the Guam Federation, they provided a lot of detailed information because the results was being requested through the public auditor on this as well so we had a group of information coming in but they agreed to work on getting the typographical update just need to follow through with them on that, they did provide us the next day with the copy of insurance and certified documents of the lease and that they (inaudible) taking out (inaudible) Hawaiian Rock certified copies that they have with Hawaiian Rock.

**Commissioner Pika Fejeran:** Is that what the (inaudible).does? It match up with what was calculated or received from them?

**Administrative Director Michael Borja:** Yes, there's a certified copy.

**Commissioner Pika Fejeran:** Sorry for the Racing Federation, I think they also discussed their lease I guess inclusive of admissions loyalty?

**Administrative Director Michael Borja:** We explained that to them and they there still some issues on all that but they have worked out other things so we are still talking to them on resolving and they don't have very many (inaudible). So yea, that's one of the things we still (audible).

**Commissioner Pika Fejeran:** And we are also asking copies of the report they gave to GEDA?

**Administrative Director Michael Borja:** Did we get the Racing Federation report to GEDA?

**Commissioner Pika Fejeran:** I think we asked them when they turn it in to GEDA to give us copies as well. So these are still pending items?

**Administrative Director Michael Borja:** Yea. On the issue of the Department of Administration for transfer of funds, they continue to still do so I've asked. They been putting money back but they take money out and put money back without the notification. We had ask so we are going to accumulate the information since May and I'll have the discussion personally this time the records be submitted, the letter because we need to put them to notify us. On the funds for the survey as I mentioned to you earlier we did this resolution but now I think it's going to be time we need to act on it, especially line of the fact that it's not included in the budget. In fact the budget for Land Trust was cut back from even this fiscal year by \$400,000. I'll have that information to you. It cuts out a whole bunch of stuff we don't know what it does, I mean just the summary. On the concentration easement from Urunao Anderson, kind of put the action on hold even though we are still going to try figure an area (inaudible). The introduction of Bill No. 362 which we will discuss later on, it does actually create conservation easement in two different villages that includes part of that area that we wanted to do the (inaudible) limestone for that area.

International Bridge Co. we met with Mr. (inaudible) and he agreed to move out from the site with full resolution that there's nothing owe to anyone we asked until February 2017 to complete the move, he's already moving things out and we are going to do site inspection to know what it looks like now and then do a final site inspection. I asked about spoiling of the land and he said he been keyed on that the only thing that remain or existing tires that they found on the site that they just stacked up in the corner of that area but he said these are not the tires that they use. He thinks they are the construction tires so they are moving everything out, and then any kind of other chemicals that they have there was a holding area for those specific (inaudible) that's under the protection to prevent leaking into the ground.

Commercial lease, the resolutions for the three different lands that we approved in June meeting and submitted to the legislature June 24th and the 60-day review period August 23<sup>rd</sup>, so that's just next week. Once that's done we will be ready to start moving on some of the stuff. The one action that we want to talk about later on number 10 on the new business will be how we move forward on at least one of those lots. The copies of the resolution as attached.

**Commissioner Pika Fejeran:** Thank you

**Administrative Director Michael Borja:** Can we move Mr. Daniel Babauta to the beginning of the new business because he has to get back to work and then Mr. Francisco San Nicolas no. 3 we're closing out so we can go to no. 6 first and delete no. 3.

**Margarita (DLM):** That's okay. Mr. Babauta left already so you can go ahead.

**Administrative Director Michael Borja:** We will just go to him when we get to it so you can go to the one after. We will just call them in the same order.

**Chairman Pascual Sablan:** Mr. Mark Duenas.

## **VI. NEW BUSINESS**

**1. Stephanie:** Mr. Chair, I'm Stephanie Duenas I'm speaking on behalf for my brother Mark Duenas and my sister Cindy Terlaje.

**Chairman Pascual Sablan:** What can we do for you Stephanie?

**Stephanie:** My reason for being here today is because me and my two siblings we have a December 1995 residential lease for Lot 5402-R5new -17-6, 3, and 9 I believe in Mangilao we have been requesting for the easement to be done on the property and it has not been any easement done for the property for us to go to. It has not due to the fact that there is no easement to go to our property there was one time at one point we were allowed from Chamorro Land Trust applicant her name is Joan M. Jackson, she allowed us to pass to her property in Mangilao which is located next to our property in Mangilao for Chamorro Land Trust. She allowed us to pass through her property to go to our property and then later on she got irritated and didn't want us to pass through our property anymore. So since then we haven't been going there and doing anything to our property but we were requesting to be removed to another area due to the fact there is no easement. We are asking from the board if we can, if we can have assessment from the Chamorro Land Trust or any other government agency that can assist us with the easement if they can assist us then we will stay but if we are going to be place to another area and there, we're still going to have the same situation where we are going to have, you know, where there is not going to be easement again where we can't do anything to the property then it's going to be the same thing again where we go back to the same situation where we have to wait again because there is no easement and then I believe because there is no activity going on is we will be penalize if we don't do anything to the property so we just asking for the board for approval on that.

**Administrative Director Michael Borja:** Commissioner just a full disclosure, Stephanie is an employee with Chamorro Land Trust Commission so we advise that it's probably best if we discuss to a commission level. If you look at the areas map, it's attached, the problem we have here is that the easement that will lead to way up to these group of lots and her and her brother and sister are part of that red area. You will see in the middle of that easement there

is a house in the middle of it and that's the problem. So trying to move that house will be a whole other matter as well but what they are asking is either relocate them or open that easement.

**Chairman Pascual Sablan:** I broke this up in...( paused)

**Legal Counsel Kirsten Finney:** Sir I just want to clarify so the problem is that there's no easement, it's that the easement is being blocked.

**Administrative Director Michael Borja:** Correct. They can't use the easement because it's being blocked.

**Legal Counsel Kirsten Finney:** How long has it been?

**Administrative Director Michael Borja:** Unfortunate thing is when the survey was done the surveyor just put the easement right through the person's house.

**Margarita (DLM):** We didn't know the house was there.

**Administrative Director Michael Borja:** The survey didn't show the house was there.

**Chairman Pascual Sablan:** Is it via a concrete poles.

**Voice:** Wood and tin.

**Jhoana (CLTC):** The family had already been advised and they are willing to move given there's going to be available lot there and they are willing to move there the Duenas family main concern is that the access to their property is you know theirs is no, right after the house, because we visited there a couple of times, right after the house is just pure jungle and big boulders of rocks so in order for the family to, I believe Mr. Mark Duenas is already has already seek advisement from the mayor's office in regards to maybe there's any equipment that can assist in moving those boulders of rocks, but I believe he was not successful in that so their main concern is, you know, they wanted to stay there given that hopefully the assistant from Chamorro Land Trust or government can help in opening the easement so they can you know access the lots back there. And it could benefit the other individuals or the other families that may be in the area.

**Chairman Pascual Sablan:** Ms. ( inaudible) I know you're brother have to think sometime last year why you're not doing anything to coordinate something with this portion.

**Administrative Director Michael Borja:** He can't just move his house. We have to move the house and we don't have the money to do that kind of stuff.

**Chairman Pascual Sablan:** Stephanie this is nice piece of property have you ...

**Stephanie:** Yes, we've been there.

**Chairman Pascual Sablan:** You been there, how do you access?

**Stephanie:** We were accessing through Joan Jackson she gave us the approval to pass through her property we have to go to her property behind her house to our lot so we were going there several weekends and we started going there clearing up and stuff but then later on she got irritated and just didn't want to entertain us anymore and only to find out that she didn't want us to pass there anymore. I don't know what her reason was but she spoke to my parents and all my other families and all a sudden we were coming there and she just didn't allow us anymore to come to her property.

**Commissioner Pika Fejeran:** Is your place red rectangles?

**Stephanie:** It's from all the way top there to the one in the corner in the bottom that one was given away already to another applicant. So there's four from the top, 1, 2, 3, 4 and the way in the way bottom. Is for another Chamorro Land Trust Applicant.

**Commissioner Pika Fejeran:** There's only three of you?

**Stephanie:** There's four of us.

**Commissioner Pika Fejeran:** What's on the other side of that top property? It looks even closer to the access road.

**Stephanie:** No there's nothing there.

**Commissioner Pika Fejeran:** Is it private property?

**Eileen (CLTC):** It's cliffline. It' steep.

**Commissioner Pika Fejeran:** So we can't have access that way either?

**John Gumataotao (CLTC):** Are you familiar with Marbo Cave? This is the ... up here where my cursor is is the intersection where the Carnation and Marbo Cave going down to Marbo Cave, so if you have been there before you can imagine driving down even the first 500 feet you can see on the right on the right side there's a cliff and on the left side is all cliffline. So although these are all Chamorro Land Trust Lands we cannot provide a legal access to these lands.

**Administrative Director Michael Borja:** So they are requesting to decline these lands to be moved elsewhere. To approve their request to decline and move to another location.

**Commissioner Pika Fejeran:** I have a question about a family agreement clause they don't have a lease but they utilizing a land use permit but they have provided the mayor's verification indicating they have been there prior to '95 so they already aware that they are

setting up the easement it's just a matter of them moving to unallocated lot there that is available so it's just waiting.

**Commissioner Pika Fejeran:** Sorry Jhoana so you said there's a lot right there? Actually it's being covered by the bubble but it's that lot right below is the available lot so they actually been clearing the area it's just a matter of them and us giving them the go signal that we can give them the survey authorization to move to that given lot. From my understanding though the family is if there an available assistance to grant easement to this family they would like to remain there, and given if they were to go to a different area it would be the same issue no easement. Even if they were to transfer to a different location Mr. Duenas hasn't brought that up but if they are still going to have that issue than it's not moving forward for them so. If there's some kind of assistance to assist them in that to open up the easement.

**Commissioner Pika Fejeran:** You mentioned that if you decide Mr. Raymond Cruz have to move and we're given you that property right next door outside of easement we incur cost of relocation?

**Administrative Director Michael Borja:** We can't, the law says that if we have to move, we have to move them at the government cost.

**Commissioner Pika Fejeran:** He doesn't have a lease but because he's a land use permit holder he's kind of considered (inaudible).

**Chairman Pascual Sablan:** Have you to ever talk to Mr. Raymond Cruz?

**Stephanie:** Yes

**Eileen (CLTC):** Yes, CLTC has approached him.

**Chairman Pascual Sablan:** What does he want?

**Jhoana (CLTC):** He is aware that he's sitting on the easement. We have come out there to show him this and we've indicated the easement is government easement and is recorded and so like I mention that once we go ahead and give him the go signal that we give him the survey authorization that they can utilize that property just below because it's an available lot. It's just the matter of them moving into that spot and us giving them the survey authorization. It's a wooden tin home so we haven't talked anything about cost or anything and they haven't mentioned anything like that but they are aware that they have to move.

**Chairman Pascual Sablan:** They expect us CLTC to shoulder that expense of moving and all this.

**Administrative Director Michael Borja:** No they haven't mention it.

**Jhoana (CLTC):** They haven't.

**Commissioner Pika Fejeran:** They were there prior to the recording of this easement?

**Administrative Director Michael Borja:** Yes,

**Commissioner Pika Fejeran:** So it's not really their fault right. They were there?

**Administrative Director Michael Borja:** What we didn't know was the house was there until a site inspection was done after the map was done. They did not put any mark to show encumbrances the land.

**Chairman Pascual Sablan:** The beauty is not when they are there, you know, they give them priority, how about if they are on the way? We will give them priority but they should move?

**Administrative Director Michael Borja:** Oh yea, they have already accepted that I think you mention that they were offered to use the land where the bubble is, the family of Raymond Cruz there a lot right there and they are willing to go to that lot. That's the lot we showed them to go and I guess they said they already beginning the clearing of that land so they can move their house.

**Chairman Pascual Sablan:** If they want to move if they clear the lot.

**Stephanie:** If they clear the access and we have access then we'll stay.

**Administrative Director Michael Borja:** So you want more than that, you want the whole easement area to be plowed right?

**Stephanie:** Yes. Sir it's hard to get to there.

**Commissioner Pika Fejeran:** How do you get to your side you have to cross to their lot no?

**Stephanie:** Yes. There's only one in the corner there on the bottom.

**Commissioner Pika Fejeran:** Oh, I see. Okay so then you can go right next to your property.

**Stephanie:** It's from the road there to the left going all the way straight down from the other side.

**Administrative Director Michael Borja:** See where the cursor is going up and down that's the access.

**Chairman Pascual Sablan:** Mr. Director there's one and Duenas wants more than one.

**Administrative Director Michael Borja:** No, no they don't want anymore, they want us to clear the land. The easements but it's not something... well we've worked with mayors or whoever, we were actually using, we talked about it earlier, we used IBC before to help in

that process as well but that's really kind of not a good relations methods to do but he had some of that done for us as well.

**Chairman Pascual Sablan:** So Stephanie if that person, Mr. Cruz, were to move you still want a relocation?

**Stephanie:** No if he is able to move and open up that access so we are able to go to there, pass through there in order for us go to our property.

**Chairman Pascual Sablan:** If they move then it will be cleared right you can access to your property?

**Stephanie:** It's actually it's not a jungle it's from when you are coming in all the way from where the roads at that actually left side there coming straight all the way in.

**Chairman Pascual Sablan:** So if you were to accept this you want the CLTC to clear all.

**Stephanie:** Yes, yes sir.

**Chairman Pascual Sablan.** Holy, you want asphalt?

**Chairman Pascual Sablan:** It's a beautiful piece of property.

**Commissioner Pika Fejeran:** Have we identified any land that we can possibly move them to or we would incur the cost of clearing the land and relocating Mr. Cruz?

**Jhoana (CLTC):** Well they did papers already they are aware that if they are to move they have to incur the cost for Mr. Ray in that area that, you know, some of these areas of course granted there are no easements so we haven't that done to clear the easement for, you know, this applicants so even if we relocate the Duenas family to a different area it's going to be the same no access either.

**Eileen (CLTC):** A lot of our properties don't have easements.

**Administrative Director Michael Borja:** This is similar to all our Chamorro Land Trust properties we have not gone to clear out properties, although the owners would like us to do that, and in something that probably something that we should be doing, but then again it's all matter of funding. I think as we move forward in trying to solidify our relationship with revenue and tax and get the Memorandum of Agreement concluded then we will be able to, and then we can identify the property taxes from Chamorro Land Trust properties and that will add more revenue to the Chamorro Land Trust that can be used for things like this. Now these kinds of revenues though we will have to lease do something that we request through the bond through legislative authorization to pay for that. But you know it's not as simple as hiring an excavator to move, there's permitting and everything else that needs to go through the process as well. So the request here is to request to decline her lease land and if you agree to grant her the request to decline the lease land and move to somewhere else that

what the request is. Now if they want to stay there and wait for the land to get clear by us that's prerogative too but are we going to be able to agree into this and pay for it before the end of this calendar year? No.

**Commissioner Amanda Santos:** Do they have a house already?

**Administrative Director Michael Borja:** No

**Chairman Pascual Sablan:** It's a beautiful piece of property that's my concern on your favor, family compound too.

**Stephanie:** Can I just ask you a question? If we do get granted for the easement? What's the time frame like?

**Chairman Pascual Sablan:** (inaudible) we really sorry ... but I'm sure you people can be creative and come up with something that unless you want to take the risk of going and looking for some place else.

**Stephanie:** So there's no time frame then we are just going to wait until. Would you know if there's any like...

**Administrative Director Michael Borja:** Ms. Duenas you know that, you work for Chamorro Land Trust Commission, those questions are kind of rhetorical right? I mean you know truthfully, honestly, have we done any of these of a regular basis the answer is no. Can we get to do something like this, as much as we would like to and we think it's important that it should be done, you know, realistically is it going to get done in a reasonable time that you think. Like I said before the end of this year even within a year probably not. In the last two years I've been here have I seen it, done? In some occasions but it was approved in stance where equipment and activities for some other reasons are there we are able to coordinate with those agencies to do something like that and that the kind of stuff that will take is just a matter of time when something else is occurring and we are able to take those equipment and we're be able to have them do the work but is there a plan no, is there a budget for it, not at all, and so it's not a process that we can easily give you a time frame and you know that so you know I don't want to give you a false sense of optimism but it's a reality we are face with right now. As the chairman said this a good piece of land and you know that it's beautiful up there but the access unfortunately is bad. Now are we going to be able to get Mr. Cruz to move I think that's more optimistic right now getting them to move out of the way so we can have that designated easement to be open so, you know, free of obstructions, human obstructions.

**Chairman Pascual Sablan:** Now if you insist to move then let us know or you want to hang on to it?

**Stephanie:** I really wish my siblings were here unfortunately they are not here. I guess I have to answer for them so I guess we will just stay there, I don't, I mean, it's going to be something if we move and then there's no access again then we're just going to wait.

**Chairman Pascual Sablan:** So I guess you want to come back and tell us.

**Stephanie:** Yes. There's one more thing.

**Jhoana (CLTC):** Ms. Duenas, she is here to do a decline of her lease land and transfer her lease to her daughter due to the fact that Mesa Duenas has obtain a private property. She hasn't fulfil her seven year lease based on the Section 75-114 of the Guam Code Annotated so it is our recommendation that if the board does approve that she can transfer this lease to her daughter that her daughter will start paying her taxes right away verses the seven year wait period that we have given the Chamorro Land Trust applicants.

**Commissioner Pika Fejeran:** Does she qualifies?

**Stephanie and Jhoana:** She qualifies.

**Chairman Pascual Sablan:** We need a motion for that.

**Administrative Director Michael Borja:** To transfer the lease.

**Commissioner Pika Fejeran:** Okay.

**Chairman Pascual Sablan:** and the time of the lease and to move.

**Commissioner Pika Fejeran:** I move to approve transfer the lease of Stephanie Duenas to her daughter.

**Commissioner Amanda Santos:** I second.

**Chairman Pascual Sablan:** Mr. Director, you mentioned the time of the lease?

**Administrative Director Michael Borja:** No, no, no. Well, just the transfer to the daughter.

**Chairman Pascual Sablan:** Second by Ms. Santos. Any discussion, anything? Ok. Those in favor say, Aye.

**Everyone:** Aye.

**Chairman Pascual Sablan:** Ayes have it.

**Stephanie:** Thank you sir. Thank you everyone.

**2. Chairman Pascual Sablan:** Loan Guarantee – Amparo Guerrero

**Amparo Guerrero:** Good Afternoon board my name is Amparo Guerrero.

**Niko (Guam Housing):** This is Amparo Guerrero she is one of our lease she is actually here to seek the board approval for a loan guarantee in the amount of \$140,000. She is prequalified for Guam Housing already and she is pending the guarantee from us for her to proceed with the loan with the Guam Housing.

**Chairman Pascual Sablan:** You know I was looking at this letter of Guam Housing and it says program 6% program ROF 12% so which is which here?

**Amparo:** I was approved sir for 4% that's what I'm aware off.

**Niko (Guam Housing):** Guam Housing has this 6%. It was from 4-6 and then there's after 6 it's above that so it's kind of like when they give the 6% program it will be the prevailing rate in between, you know, not greater than 6%.

**Chairman Pascual Sablan:** I don't want to make it difficult but give us the formula as to how to get and stay at 4%. Any question? Nothing? Ms. Santos, Mike?

**Administrative Director Michael Borja:** No.

**Chairman Pascual Sablan:** Motion.

**Commissioner Pika Fejeran:** I move to approve this request for loan guarantee for \$140,000 for Ms. Guerrero.

**Commissioner Amanda Santos:** I second that.

**Chairman Pascual Sablan:** No discussion. Those in favor say aye.

**All:** Aye.

**Chairman Pascual Sablan:** Ayes got it. Thank you Ms. Amparo.

**Amparo:** Thank you sir. Thank you all.

**Administrative Director Michael Borja:** We will get your documents sign as soon as it gets up to the office.

**Amparo:** Thank you.

**3. Chairman Pascual Sablan:** Next line on the agenda, Linda Perez. Hi Ms. Linda.

**Linda Perez:** Hafa Adai. First of all I would like to thank you for allowing me to be placed on the agenda for giving me the opportunity to speak on the behalf of my application. I also want to say I'm very grateful to a new leadership of Chamorro Land Trust for being very instrumental in helping a lot of applicants that have been waiting forever, I see progress, I'm thankful for that. The reason why I'm here is because back in '95 December we had placed

an application for Chamorro Land Trust, actually two, and one of them was the request for residential, today I have not been entertained and it's some managers of the Chamorro Land Trust that have also brought to my attention and I agree too that there's several inappropriateness in my application. There is evidence that there in an application that was also notarized for residential however, my father acted on my behalf because I was going through college so he acted on my behalf with the Power of Attorney and he was told that there is no application for residential so in this whole ordeal they told him that he would just to apply, choose to settle with the Department of Agriculture so with that in mind he did, and then years past and when I came back, switched over from residential to agriculture and then again 2006 switched back to agriculture so there is a lot of confusion with my file. Fortunately enough I was able to review my file and I did see myself that there is an application which is also notarized. I don't know what the problem was then other than what I'm sharing but there's, you know, I was told by Mrs. Margarita that there is an issue with payment on the application so I do have a copy of payment but I'm not sure if this applies to my agriculture or my residential, however, I am willing to pay for the residential if that's what the problem but again like I said we work with different agents, I work with different agents, no one can really tell me exactly the issues of my application mainly give me a really good fact also just the way I was handled, my case was handled going from places to places telling me this is the land you can get finally finding out that it is a private property and then the owner of the private property telling me you can't be here, things like that, there's a lot of that kind of stuff but I'm not going to go there because it's lengthy but I just want to say that I'm requesting for entertainment of my application for residential and whatever it takes to satisfy Chamorro Land Trust's requirement I'll be happy to do that.

**Administrative Director Michael Borja:** Now you have how many applications?

**Linda Perez:** Well, originally in '95 we had, because we were told I was allowed to apply for residential and agriculture and so then we did. There's two documents notarized.

**Administrative Director Michael Borja:** So you have residential and agricultural application each and you have a lease on any of them?

**Linda Perez:** You know what nothing has been solidified we're actually in the last step that's going forward to the governor's office.

**Administrative Director Michael Borja:** But you signed the lease?

**Linda Perez:** I believe that's what it was just not too long ago.

**Administrative Director Michael Borja:** You signed the agriculture lease?

**Linda Perez:** Correct but you know, it's whatever is pending with the governor's office that's what I'm waiting for. That's agriculture. As for as the residential I do have a copy of the application submitted as well same date, same notary.

**Chairman Pascual Sablan:** Question is when you say agriculture lease, are you going to farm?

**Linda Perez:** Of course. You know I had, I had to...

**Chairman Pascual Sablan:** That answer my question.

**Linda Perez:** Okay.

**Commissioner Pika Fejeran:** And your request is to move forward with your residential application?

**Linda Perez:** Correct. Because again, like I said it was always in the file we were just mislead and we were told so many things, and fortunately enough I was able to view my file it was also management of the Chamorro Land Trust that shared with me and confirmed that there is an application on file, the new management, the new leadership.

**Administrative Director Michael Borja:** We've had, I mean there was that issue previously during the earlier years in which the people were told they can put in an application for one and the other and today we don't see anything that allows us to give two leases whether one is agriculture or one is residential, it's one or the other. And so in this case she has been, her agricultural lease has been fulfilled, it's just pending the final signing from the governor's office which we probably be getting done shortly and as far as fulfilling the other lease and you paid for then it probably will be something we should reimburse back but we are not entertaining two leases per person. It's just the same as if two single people each obtain a lease from the Chamorro Land Trust and they got married one is asked to relinquish the lease because it's only one per family and in this case you know with this individual there should be only one per individual or family. So for the effort in trying to obtain another lease we have not been entertaining that at all, it be fair with everyone as one per person or family.

**Linda Perez:** Could I interdict here if you don't mind. The reason why I'm here and if I had known that I didn't have the opportunity as I was not advise by the management, your management, I would not have been physically here wasting my time, number one, number two also again like I said there was a lot of (inaudible) with my application and we were back and forth with one or the other, we were back and forth with yes, both you can, we were back and forth with you can't have three you can only have one, that kind of stuff. Nothing was ever set in stone, nothing was ever clear to us what it is, you know, and if the process was this long, this is where I'm at today so rightfully so this should have been entertained a while back. It's not like we're 2005, 1995, those lease then already acknowledge they were approved those then were given two, you know, mine was just a mess and it was not fair to me or anybody to have to endure going out with land agents, I mean, seeing place this is where you want, yes, we went through that a lot. I don't think it's fair.

**Administrative Director Michael Borja:** I don't think it's fair that I still have 7,000 other people still waiting from 1995 pertaining so I will consider yourself to be kind of fortunate that you have a lease that we finally concluded. Although the process in which you had to endure

is not the most pleasant nor the most steadfast and assured and that to me is not the right thing. In the same note what happened in the earlier years, I'm not going to kick anybody on what had happened in the past but there were a number of errors that were made on the existing leases we have and 1/3 of them have problems, serious problems which we're trying to correct which we are still trying to correct today. So you know, I'm not going to make a big deal about it but those are the things we have to take care off and those are the issues we had happened back then and we're moving forward with it and in this case, you know. I know that you do have some issues with the process, it's the process we are trying to make more correct, I think a lot of the issues that occurred are being corrected today because of the merger of the Chamorro Land Trust and the Land Management where we understand the process on how to deal with the land and doing it in a more proper way and legal way and so we are moving forward in that aspect and trying to make good to everyone that had signed up and to do it in the most fair way. We allow, I haven't met with you until now, no one has brought up your attention up to me or asked or told me you wanted to see me I would have talked to you just prior to coming down to this meeting today, I had a client that wanted to come in and see me right away so the door is open, let's talk so I told them I had to be out of here for this meeting too, we got good conversation to try to resolve the problem but you know, your comments are well noted and the commissioners have questions too for you, they are open to ask those things. I just want to let you know that the stuff is doing their best to try to try to get these problems resolves on the one that exist and to try and move as many people through the system as possible. Part of the problem in trying to move and get as many of these old applications to be filled is the fact that you have issues with you, heard earlier lands that's not been registered but people are allowed to use it, land that's not been surveyed or people who cannot survey, on and on and on but we have taken major strides in the last years to try to resolves a lot of those kinds of those issues to get it moving quicker so that we get surveyors to do the job and know what they are doing and not just go out and piecemeal it on their own to try to figure out what they had to do and in the end it turn out it's a big mistake like this one, now that you are seeing so those are the kinds of things you know, we trying to overcome daily because of past errors but we are trying to learn quickly and adept to all those kind of problems from the past so we can try to not make it happen again, moving forward. My apologize to you for the experiences that you receive it's not a good experience whatsoever and it's quite frustrating one that you had as so many others and so all the other who still continue to wait. I do entertain letters and call up people when they leave messages and send emails to, you know with the same kind of sentiment on what's going on but we try to be fair with everyone as well by making sure we don't just the list and we try to take care of everyone as they had signed up because those were the problems from the past as well. You know, they were well publicized so we are not trying to show any favoritism you know the same kind of thing where an employee who is also a client we can't show favoritism towards an individual who works in the system so I make them come to this commission to express their sentiment because that's the right thing. I want to make sure that those kinds of things are transparent and no one can accuse us of trying to do things in-house and favoritism. Okay?

**Linda Perez:** Again like I said, I'm grateful. I am extremely grateful! I just want to address this issue and it's because this application has been since 1995 I have been doing follow up I understand everybody have their own predicament I'm not disputing anything to that effect

but its jus that I've been waiting this long and I have been told so many different stories and now, you know this is what one of your agent told me, a manager, told me let's get this done and we will entertain the other one. That's what I was told.

**Administrative Director Michael Borja:** Recently?

**Linda Perez:** Ahh I would say the last year. So another manager not too long ago I would say a couple months ago before the board that's why I'm here I've taken the time out because there's hope. There's management entertaining my case and I'm here and I'm told this. I took off from work just to settle this so I'm before how many people behind me and I didn't have to expose myself this way, but you know what if it meant this way, then that's why I'm here.

**Commissioner Pika Fejeran:** I completely understand your frustration I'm very sorry that you've gone through this but like the director mentioned, a lot of what we are doing today is fixing what's happened in the past and unfortunately you were a victim of that.

**Linda Perez:** Let me ask you this question, I'm not trying to be difficult here but I just want answers. When was this decision made that now you can't have more than two, really?

**Commissioner Pika Fejeran:** More than one.

**Linda Perez:** More than one sorry. Because the law been allowed for it to happen.

**Commissioner Pika Fejeran:** I've always been in understanding that it's one lease, can be for one person or per family. I mean they did allow you to fill out two applications and notarize.

**Commissioner Amanda Santos:** We don't allow two applications only one.

**Commissioner Pika Fejeran:** Like the director said you are one of the fortunate ones that actually have the lease that you sign and it's not waiting to be signed by the governor. It is for the agricultural property and I assume you are happy with that property since you signed the lease and it's my understanding that you can also live on that same property. So you know I mean.

**Linda Perez:** I'm just sorry that I wasted...

**Administrative Director Michael Borja:** No you didn't waste. Your time is wasted.

**Linda Perez:** I'm sorry for myself that my time is wasted when I would have been, if I would have been told properly by your management that I didn't have to be here because this is an avenue for me to...

**Administrative Director Michael Borja:** My predecessor when he took the office I think he immediately found reason why several people had to go quickly because there were things

going on that were not right and my time, there were couple more, so you know we were trying to make sure that everyone is doing the right thing and when I don't see the right thing being done you know, I take those kinds of personnel matters very seriously and to try to avoid these kinds of issues where somebody tells you one thing and or shows you something else and tells you something out in the field that is not true or correct. So coming to the board is a great thing because, you know you enlightening us with the sentiment of not just you, you are expressing the sentiment of those who are have gone through it and many more, who are still waiting and that the problem we have is try to move that group quickly and that's the kind of stuff we trying to work on right now, and we've gone through, like I said the major hurdles we're trying to get to a point where we think we are able to move faster. It's just we need a couple of big steps to do it and we will be able to start issuing out lots of lands as you saw in the earlier lease. The problem too is now you got this land but there's no way to get to it or if you can get to it you know, lo and behold when you find out how much it's going to cost to hook up your power and water.

**Linda Perez:** Well thank you for letting me speak and if later it changes again please call me.

**Administrative Director Michael Borja:** Sure, sure. Our land is not limitless and that's the problem, how do we make it last so that our grandchildren will have the opportunity as well. Because 99 years is a long, long time.

**4. Veronica Camacho:** *Buenas dias.* I'm here today to hopefully get the approval for agriculture property. This is Francis Blas, his my first cousin, his my beneficiary for the properties because I'm too old to follow through the years to continue farming. Mr. Borja has proposal based on my initial application of two acres but I guess it depends on how he (inaudible) it and what the department... (interrupted)

**John Gumataotao (CLTC):** Ms. Camacho's application is dated December 1995 her application for agricultural lease of government land. Our minimum acres we provide each applicant is half acre so anything above a half acre must get a Chamorro Land Trust Commission approval.

**Administrative Director Michael Borja:** Correction now needs legislative approval.

**John Gumataotao (CLTC):** and legislative approval. So Ms. Camacho's requesting for two acres to farm and we're recommending that we can provide her one acre of farmable land with the option of increasing, requesting CLTC to provide additional acres to move additional request of two acres maybe about a year or two years after compliance. So basically the CLTC's decision whether or not to go forward with Ms. Camacho's two acres or our recommendation of one acre and then additional acres after compliance.

**Commissioner Pika Fejeran:** Mr. Director you just mentioned that even if we approve one or two acres she still would need legislative approval?

**Administrative Director Michael Borja:** Right. The recent legislation that became public law required the, gave the definition of subsistence agricultural and commercial agriculture

and they said we can do up to half acre agriculture and anything above that requires legislative approval.

**Chairman Pascual Sablan:** Are you aware of that?

**Administrative Director Michael Borja:** This public law went into effect a year ago I can't recall right off top of my head it was a definition correction in the public law and the law got changed to state that ... well, the law always says that subsistence agricultural is defined as half an acre, and anything above that is commercial agriculture and so it got added in that would be required legislative approval for anything above half an acre. I don't think that's going to be an issue if the Chamorro Land Trust commissioners approve that it comes with the farm plan I don't find that to be a potential hindrance it's just that it's the extra step that we have to go through so I don't want to dash your hopes here all of a sudden that you have to get legislative approval but it is the requirement so you know pending their decision, if their agreeable to that and we do the proper documentation you know, what we've done in the past commissioners is usually for folks who are asking for 5-10 acres of land we start off with a smaller part with them to see how it goes and then reserve the other part for a later pending inspections and give them a time to get the farm moving along. But the one other thing too is the requirement to be identified to be a bona fide farmer according to the Department of Agriculture. Have you guys gone through the whole process with the Department of Agriculture and the University of Guam, Guam Extension Program? Are you aware of any of those things?

**Francis Camacho:** No I'm not aware. I have not gone through that process.

**Administrative Director Michael Borja:** Those are some of things too that are in the system because it's not that we want to put more mandates on you that you have to do as a farmer but those are the things where they actually present to you some very, very important farming aspects. You know, right now there's the northern and southern pro conservation group, these people can provide you with all kinds of assistance for farming, to show you ways to use the land in a more productive way to set up wind, wind breaks so your plants don't get tumble over like in a wind we are getting right now. Those are the kind of things that will be requirements that you would have to look at and get with your plan, those would be really, really helpful in pushing into getting anything above the half acre that has to be approve by the legislature so I just wanted to pointed out those things because those are the some of the things we try to do with the different other organizations who want to assist people who want to farm. They want more people to farm the land that they want to make sure they succeed. So these are the issues that they have to hope that you would succeed. Just like even in the water conservation, how can you water without having to bring in a water pipe showing you and helping you with water collection processes like collecting the rain water and having a basin to do that. So those are the kinds of things that they would show; insect group, protection from insects, things like that so they are really helpful so you have a successful farm. Last thing you want to have is your crops affected by things that could have been prevented. Were you guys looking to plant produce or are you looking to do trees?

**Francis Camacho:** Trees and produce and whatever else we can raise.

**Administrative Director Michael Borja:** See they can even show you the kinds of trees that they would recommend that maybe even fruit produces that can be wind breaker and where to put those kind of trees where the predominant winds are, where the distractive winds usually come from so the wind destruction and prevent soil erosion and that kind of stuff.

**Francis Camacho:** That's the process it has to go through legislature to approve?

**Administrative Director Michael Borja:** That's what the new public law says and I can have that provided to you a copy of that public law but it was passed that, I think, in the last, when this legislative body so probably last calendar year and it does define what is required for anything above a half an acre now, and that's the legislative... like I said I don't see that to be a hindrance, it's just a step we have to go through, but if you have your stuff together with the things I just finish mentioning you will do it because a farmer, the success of a farmer is, you know.

**Francis Camacho:** You know we all grew up like that since young, that's how we grew up off the land we didn't, you know. Our parents followed that, right.

**Administrative Director Michael Borja:** It's in your heart and you got that touch.

**Francis Camacho:** One of the main thing first is she seem, the other lady who was here, she applied since 1995, all that stuff so how come you did not make this process just go forward and what we need to make it go forward. We don't want to wait another ten years, you might die, I might die. I don't know.

**Administrative Director Michael Borja:** Well you are prime and ready for a lease, it should have already considered, but you know, for asking for something larger right now... have you been taking care, you know, even 2-3 years ago, I don't think this would have been an issue but it has come up now and that's the reason why we.

**Francis Camacho:** Would it be saying she can get a half an acre, we would have to go through that, would it be better to just get that and then move forward to the property?

**Administrative Director Michael Borja:** What we would have to do is help you identify the land that let's say you eventually want a two acres right. You look for a portion of land and try to reserve the other acre and half so that in the even you are ready to expand out and we get the legislative approval and see that might even be a great step to go because if you prove and you grow eggplant and watermelon and whatever you are going to plant then you know that would be a good justification to say let's move on to a wider, larger lot and two acres is not (inaudible) farm. Half acre is kind of like, you know, hot pepper (inaudible) and so if you really surely trying to produce something more than just your own consumables.

**Francis Camacho:** I like to get there, you know everything get imported so we have a lot of land we can't use.

**Administrative Director Michael Borja:** There a big move to do this kind of stuff like Farm to the Table we got folks here who are really proponents of that (inaudible) and it's a good thing so there are people out there that want to help and this is what they live for so I would take advantage of those services as much as possible. Seek it out. Margarita, let's help him out by getting the names of those agencies, the Department of Agriculture, UOG extension program and the soil conservation folks and those groups of people there to really give you a hand because the last thing you want to do is wasting a financial energy on things that you could just collect from (inaudible). They even talk about composting stuff so that you can make your own fertilizers without putting chemicals into the ground. Those are very important elements to the kind of recycle and all that. If you want to move into the next half acre, the first half acre we will work on trying to identify a place.

**Veronica Camacho:** Anything that can be done (inaudible) to indicate that's process point 5 acre to whatever board for an additional acre you know if that...?

**Administrative Director Michael Borja:** Well we can do a motion if the commissioners want they can move that we agree to eventually be issued a two acres but start off with first half acre and but then we go through the process to seek legislative approval for the larger land as long as you go through the process of going through those agencies that are there to help you as well.

**Veronica Camacho:** As long as the property is right there?

**Administrative Director Michael Borja:** Right and that's what we'll do so we'll hold two acres and issue half.

**Veronica Camacho:** Oh great!

**Administrative Director Michael Borja:** But we have to find it. As you heard sometimes finding the right place.

**Francis Camacho:** No rocks.

**Administrative Director Michael Borja:** Where do you live?

**Veronica Camacho:** Yigo

**Chairman Pascual Sablan:** They don't have a lease yet for half acre?

**Administrative Director Michael Borja:** No but they applied in December 1995 so they are ready to be (inaudible) and they are asking for two acres.

**Veronica Camacho:** They offered us a half acre but we wanted to proceed with one or two so that would better ideas to start with .5.

**Administrative Director Michael Borja:** I mentioned that we reserve a two acre lot issue half acre and the issuance of the other acre and half will be based on the demonstrated activity (inaudible) creation of a farm plan counseling from those agencies that support farmers' efforts so that they have the credentials and then they go to the legislature. And then you know from this point because I also have to watch the legislative calendar I would, for a case like this, introduce any kind of bills in the legislature at this point because if it doesn't get passed by the end of legislative session it sits and die and we have to start all over again and I rather do something to begin in 2017 or somewhere in that point because that's the way the law is done.

**Veronica Camacho:** How much do we have before us before we proceed to the next step, you know, I mean? Is there a limit in time?

**Commissioner Pika Fejeran:** Can we give them 18 months and if you are not ready to move in to the other acre and half right next door then we can lease it out to somebody else?

**Administrative Director Michael Borja:** 2 years

**Chairman Pascual Sablan:** One thing if we encumber it we cannot lease it out.

**Commissioner Pika Fejeran:** Until the 2 years is up? Maybe we just encumbering it for 2 years or 18 months or? So she has to come back to us within 12 months.

**Chairman Pascual Sablan:** Okay.

**Commissioner Pika Fejeran:** I move the motion to provide Ms. Veronica Blas Camacho a location, her lease will be for the allowed half acre but the location should be in an area where there is adjacent one and half other acres that we will hold for one month from the issuance of the lease, I mean I'm sorry, one year from the issuance of the lease and within that year you can get going and then come back to us and then we can start the ball rolling for the legislative approval to increase your land.

**Veronica Camacho:** Thank you

**Chairman Pascual Sablan:** Mrs. Santos further discussion or anything. Okay, then those in favor say aye.

**Everyone:** Aye

**Administrative Director Michael Borja:** Okay, just work with John please and then those agencies John just make sure they get the point of contact to go talk to these people, your package is packed with all that information that you've gotten from them and how you apply for the farmland and they will help you with farming. It will make your transition.

**Veronica Camacho:** Thank you.

**5. Administrative Director Michael Borja** The next line in the Agenda is Bill no. 362-33. We will take this at the end.

**Zita Pangelinan:** Is there a way we can be heard only because I have real urgent.

**Administrative Director Michael Borja:** GPA are you willing to yield to let her go first?

**GPA representative:** We don't mind.

**Administrative Director Michael Borja:** Okay so there. So what we have here is Bill no. 362 which is to designate lands in Mangilao, Inarajan as biodiversity conservation easements for Hatdin Amot Chamorro and the Bill is attached to this worksheet, both Bills are attached, and basically what it does it's taking a section the law that defines the process for allocation of lands for the *Amot* and it actually increases the size of the property and it identifies where it's going to be before it was one acre they identified as one acre in the South, one acre in the North but this now is taking roughly around 15 acres in Inarajan and 33 acres in Mangilao and creating it into conservation easement for purpose of this. The Haya Foundation is a non-profit organization has designated this Bill to consult with the Chamorro Land Trust to establish criteria, application and operational procedures for the *Amot* Chamorro. In the recommendations I listed here I stated in Item no. 1 that each parcel of the identified property should be encircled by the interior buffer zone no less 10 feet and no wider than 30 feet for the purpose of protecting from encroachments of neighboring lots and the buffer zone may be used as a perimeter trail for the erection of the fence line and other demarcation so you can protect the area, you know, it gives the option of what they want to do. No. 2 Any and all criteria and procedures shall be approved by resolution by the CLTC board of commissioners. In the Bill it stating there will be a creation of a operational procedures and I recommend that the Bill states that those procedures should be approved by the Chamorro Land Trust Board of Commissioners and that the CLTC shall be the issuer of the any parcels used by the applicant so we hold the leases or licenses or whatever it is that needs to be done at this particular case and that these leases and if applicable licenses shouldn't be transferable assigned or subleased and that's pretty much what the law says already for any kind of leases and licenses that they are not transferable, assignable. So if you don't have any comments on this, so whatever comments you have in this Bill it will be important so we can put that as far as our testimony for when this Bill comes before the legislature for a public hearing and other wise do not see any reason why you know I think it's a good Bill it does the job for one, I think it provides a lot more lands than what we thought and it also taking part in Mangilao the beginning that conservation easement we talked about where we're trying to go from Fidian all the way up to Anderson take all that lime stone forest area that's on the first high plateau and it got all the limestone forest area and creating a strip of green land, green space that will stay that way forever but it can still be used for other things just can't developed. Present here is Hesita Pangelinan and others, I think there were other folks who were interested, are you Mr. Duenas? You're the one I spoke to? Okay good. And he had expressed interest to after this Bill is introduced and without your knowledge he called me up about how we can help with doing the *Amot* Farm and stuff too and I told him about this Bill and I told him about this meeting and that it would be best if he could come and expresses his opinion of the matter as well so Mr. Chairman back to you.

**Chairman Pascual Sablan:** I vividly recall that in the law says that I think maximum is about 4,000 square meters.

**Administrative Director Michael Borja:** Right, an acre.

**Chairman Pascual Sablan:** Which is two acres right?

**Administrative Director Michael Borja:** No one acre.

**Chairman Pascual Sablan:** okay, that right. If you look in Inarajan we're talking about 81 or 61 thousand square meters.

**Administrative Director Michael Borja:** Right, that's that this law, this Bill is doing is going to change that law. This bill changes the size of those lots. It was one acre to the South and one acre to the North and this bill says, you know because one acre is not big enough to do anything close to this so what this bill does and it got a number of sponsors on here and I believe you and the Speaker have been a proponent of this from the onset she's the one that introduced this change in the law before in the first place so basically there amending it to increase the size of the space and identify the specific land to use and for me I think this is the best thing to do, you know, to have it done by the legislation because it definitely does, we would have to do it by legislation anyway, and these guys have identified places and so we've been talking with the Haya Foundation also and I think she's mentioned the area as well.

**Chairman Pascual Sablan:** You're talking also?

**Administrative Director Michael Borja:** Well Zita Panglinan from Haya Foundation has been here in previous meetings to talk to us about the need for the lands and area in Inarajan.

**Zita Pangelinan:** If I may I can also provide an update, is that okay?

**Chairman Pascual Sablan:** We may also put a language on this Bill for the *Lagu* not necessary this size. I think you have the amount already but.

**Administrative Director Michael Borja:** Well, we haven't done anything for this land but.

**Chairman Pascual Sablan:** I'm talking about *Lagu*.

**Administrative Director Michael Borja:** To create another area?

**Chairman Pascual Sablan:** No, no size wise. Not size wise too but be more flexible.

**Zita Pangelinan:** I might be able to provide an update.

**Chairman Pascual Sablan:** Zita is *Haya*, Dededo is *Lagu*.

**Zita Pangelinan:** Oh no Haya Foundation is not speaking just to the South, it's more understanding of Haya Foundation and the word, the term is "live off the land". That's the definition of Haya. So it's not limited to a geographical location.

**Chairman Pascual Sablan:** Is it a coincidence that.

**Zita Pangelinan:** Haya is separate definition as we know it. It means from my understanding is "we're the people of the land" so that's our understanding of the definition. But if you will Mr. Chair I would like to give you an update since our meeting from the last session here if that's okay.

**Chairman Pascual Sablan:** You know, I'm a typical Chamorro but when you say *mapus lagu* means *mapus* America, you know. That means America *dangalu* much much bigger than Guam. Now you are saying *haya* is another definition?

**Zita Pangelinan:** *aji masanagan as mastudia es te ma sa ba masa nga....* It means away from or for it so we've also been enlightened in this whole process just as we've been enlighten about the term *saruhanu* and *saruhana* is Spanish for surgeon and that's why we go back to *igu hamti* which means healing so, I know we're learning a lot we are being enlightened in this whole process. I would like to also share since our last meeting Mr. Chair if that's okay our updates and what's going on if that's okay?

**Chairman Pascual Sablan:** Well I just want to make sure that because I don't know how we're going to take it if for example the *Lagu Saganamud* would come to your place and start doing something.

**Zita Pangelinan:** We collaborate sir. We collaborate with everybody.

Melvin Duenas: I'm a Chamorro teacher, bilingual, and *hita* is more united but digging into the root.

**Chairman Pascual Sablan:** *Haji*

**Melvin Duenas:** Duenas, *taotao nalajan*

**Zita Pangelinan:** Mr. Chair, members of the Commission, and Mr. Borja. Thank you very much for the opportunity I just wanted to come and share in terms of the evolution of Bill 362-33 shortly after our meeting I followed up and asked the next steps because we've been very conscious about following through to ensure that we can move forward in terms of the lease and guidance of Mr. Borja, you know, he said why don't you start talking to the senators and get support because eventually it will have go through legislation and as a result after the meetings I actually presented before. I went and visited different senators, Speaker Won Pat, Senator Muna Barnes, and Senator Tom Ada and which they then requested this to present at three different public hearings and so we've been through quite a few public hearings we've been through quite a few meeting sharing about Haya Foundation and our efforts and since our last meeting we are happy to report to you that we have achieve a lot more accomplishments, or achieved more resolutions that were adopted in 2012 one opening the

first *Guma Hajon Hamti* and *Guma (inaudible)* so that opens on May 22<sup>nd</sup> in subsequent to my last meeting me. In addition, I served as the chair for the Festpac traditional healing arts and as a result they were 13 countries represented and we have not established Pacific Indigenous Healers Concussion which is now is now we have a network throughout the Pacific of all these healers and are now wanting to share our resources and assist in all the work that we doing. Our outreach has been rather extensive we've been getting a lot of calls our numbers, clients are growing and Auntie Frances, our healer here has been very busy healing, as a matter of fact she has to postpone today because we're trying to be here and I know this meeting is very important and there's a lot more and in addition we have submitted this proposal and I presented a copy with regards to the property and in Inarajan which is for ecotourism and sustainable development program to put to the legislature and I presented to the your office and so all this the plan has been in the works and there's a lot of activity, there's a lot of interest and desire and in meeting with Senator Tom Ada I think they got real excited too and rather than wait for the resolution and approval from the Chamorro Land Trust they immediately went ahead and drafted the legislation and so we've been in discussion, there are several concern in terms of the Bill because it does not specifically speak about the lease so I brought that up to Senator Ada's office and so I been assured that through the process of the hearings that the amendments can be made to the bill so that it will meet the needs of everyone concern but there are also concern they have wait until we get the lease approved by you in order to move this forward. So it's kind of like.

**Administrative Director Michael Borja:** They are waiting for the lease?

**Zita Pangelinan:** Well we need to get an approval for a lease. They went through the Minutes of the last meeting and in which they share they saw and the support by the commission member so I guess I'm here today just basically to ask if all possible that the support come in terms of a resolution or approval for these properties, lease properties to Haya Foundation.

**Commissioner Pika Fejeran:** Thank you. Ms. Pangelinan this is very exciting. I remember when you came and you showed us your video and you've done a lot since then so that's wonderful. In reading this and I think what Mr. Chairman was saying is in the legislation it names your foundation, right, specifically to work with us to establish the criteria application and operational procedures for *Hatdin* Chamorro. I think Mr. Chairman correct me if I'm wrong but you're concern is you're one group, right, we don't know who else is out there that may also want to participate in this *Hatdin Amot* Chamorro and if they are not part of your group where does that leave them and I think that's where the commission comes in because that's when we issue out the leases. The legislation is not saying okay these are both properties for you to use exclusively it is saying that you are, I agree, you are the foremost organization to work with to develop these perimeters and criterias and procedures so that's my read of it.

**Zita Pangelinan:** Which is the concern I brought up to the Senator this August because, you know, and this is why we had the developed all these plans with the interest of developing an eco-tourism and sustainable but not to, and our efforts are, I don't want to say exclusive either cause we're always engaging and inviting and so when I brought that up the first part of

the bill says you know Haya Foundation shall access and then there's no mention of the lease and so but they can't move because there is no lease to speak off.

**Commissioner Pika Fejeran:** What was that, the Haya Foundation and to allow?

**Zita Pangelinan:** The first part of the section says, for Haya Foundation to have access and to do all these things.

**Commissioner Pika Fejeran:** Director, these are your recommendations on what to incorporate into the Bill? These four items?

**Administrative Director Michael Borja:** Right. I'm don't speak specifically either about the Haya Foundation I think that we're we need to go there, if it was mentioned specifically here, there is no issue there either but I mean what we have is there's mention is there going to be working with us to help develop this criteria on the use of the land which I think you already got it.

**Zita Pangelinan:** Yea, and that's why.. .

**Administrative Director Michael Borja:** So it's a matter of taking that plan and concurring with it and implementing it as a plan but then how do we move on with the land and in the signing who's to use what, could it be we block off certain groups use certain parts or it's used collectively because you don't want 4 or 5 different groups growing the same plants in different places whereas it best be grown in one place and then Haya Foundation overall management of the process with other users. Those are kind of details that we're not sure if it's not described here we really haven't set down to describe how that's going to be done if there are others out there, if you are going to be the umbrella looking after all these others and everyone gets a booth in the mall kind of thing but our concern is we take this land and that's what this Bill is talking about and then we make sure this land is protected and what kind of protection is there now and who's the lease going to go to. I mean, if it's with you we have to work that out and the bill kind of gives authorization to help do that in a roundabout way, it does, because there is no real true language that says it's not an agricultural lease and it's not a residential lease and it's not a commercial lease so what is it and so maybe that what needs to be more defined here is that there a special lease that's created specifically for *Hatdin Amot Chamorro* and that's what would be then what we use.

**Zita Pangelinan:** I guess the concern was that our process was moving forward and then this lease just came up and it wasn't because the lease wasn't approved yet. The draft legislation was developed and so that kind of impacted us because we were really excited about coming here and hoping to we would have request for approval of lease after all the work we've done.

**Legal Counsel Kristan Finney:** Are you trying to lease the property? I mean that's not what the Bill says. I didn't know if that's' what the intension.

**Zita Pangelinan:** We came and we applied. We come to Chamorro Land Trust to apply for the lease and then subsequent in trying to get the legislative approval or support of our effort and to prepare because we understood that legislation needed to happen cause we needed to do the ground work and lo and behold this legislation came and so.

**Legal Counsel Kristan Finney:** So I guess I'm trying to understand so are you trying to lease the property or cause it seems like there's a different intent here which is that you would work in collaboration with Chamorro Land Trust to figure out who. It talks about individual leases in these parcels it doesn't talk about leasing this entire lot but that's what you want to do? This is very different from what you got here.

**Zita Pangelinan:** Our intent was to come in and lease but our idea and the concept that we presented before you all was the ideas of also getting the community also involve. Getting people to come and plan and be part of this whole effort because of the dire need to perpetuate our traditional healing practice by no means are we going to, you know, there's just a few of us and it is our hope in terms of the resolutions adopted at the first *Amot* conference is that we will engage more people to come out and farm and to do you know this pieces of property so it's not that we're looking to exclusively utilizing the entire property that's not the intent. First intent protect the property do not and the conditional plans that exist there. Secondly, is we need to perpetuate and to plan and to do food as medicine and the ecotourism but in this whole process we're engaging the community, we're inviting. I just met Mr. Duenas today and it's like you know this is not exclusive Haya this is our (inaudible).

**Administrative Director Michael Borja:** I can see the vision of what you're trying to get Zita, I see those pictures in your booklet but how do we codify, how do we get it so that it's in language that survives us because you might have a non-profit organization but you know not everything lives forever either so even the organization may not survive at some point, so what happens then we won't survive some of these things, either so what's the legacy of what's going to happen, how is that put into a lease or something.

**Legal Counsel Kristan Finney:** That's what I'm saying it looks like there's two different concept that are kind of out there, what are these concepts is that these guys would lease the property from the Chamorro Land Trust with the intent that leasing to them and they would be able to do these things that they are proposing. The other thing which is what's in the bill is that Chamorro Land Trust would lease out these individual parcels and they are different concepts because one of them is leasing the whole piece.

**Administrative Director Michael Borja:** And what we don't want to do is subdivide it out. How do you do something like this, this may be a typical kind of thing we need to do so is it perhaps a license agreement or should it be a lease where would they be allowed to have some license abilities to allow some others to come in and use it so there's a control over who comes in and uses the land.

**Legal Counsel Kristan Finney:** So if they lease the property then again that could be part of the agreement that they are leasing the property from the Chamorro Land Trust with the authorization to sublease it out do whatever it is they are proposing here. Again, this bill is

really different from that because it doesn't talk about leasing a property to them it talks about Chamorro Land Trust having the property and in consultation with them deciding who to lease it out.

**Administrative Director Michael Borja:** And that's what's missing in this bill, that's the...

**Zita Pangelinan:** And I think the two things that happened here is one that Senator Tom Ada's office, and I don't want to speak, but in the discussion thereafter when I saw the bill the concern was they are in support of our efforts but in terms of they can't dictate of what belongs to Chamorro Land Trust in terms of what they do with the lease. Secondly, I think they were trying to maneuver or to take the original law with that *Hatdin* Chamorro law and they were trying to amend it to kind of make it workable so those are the two things that then evolved into these legislation which is.

**Administrative Director Michael Borja:** I think we are kind of the same note, it's just we have to lay out the outline I think where we want to go and how do we want to identify the Haya Foundation as the designee to become the lessee eventually and express it in this bill or do we want to describe in more general terms that we will then be leasing to an organized, certified, nonprofit organization and qualifications of certain levels and applicants are invited to apply. Then they would come in and say here we meet the criteria and we agree and they get the lease and then how long that lease term is for and things like that. See this is where I have some issues too because it says that are supposed to help us create this guidelines.

**Zita Pangelinan:** I think that was in the original law and you folks were in charge of that responsibility.

**Administrative Director Michael Borja:** We were supposed to put a commission to talk about two acres of land and I found that really very faucal.

**Zita Pangelinan:** And that was from the original law and that is why they were trying to amend it and that was the verbiage that stayed.

**Commissioner Pika Fejeran:** But they named you specifically (interrupted)

**Zita Pangelinan:** To access that property and to do the work that we are doing and to also. Kind of, we not trying to be complicated, we just want to move forward.

**Administrative Director Michael Borja:** It's just a good thing it's still a bill so we can base some ideas on what to do. I guess, what I need from you commissioners whether or not you have a general concurrence with the bills is with the ideas that maybe there would be some additional information that need to be added to talks specifically about how or who gets the lease and then we incorporate that into testimony to have added to the bill so it's more specific and that kind of detail can be worked off line between us and trying to get this thing done quickly.

**Chairman Pascual Sablan:** First of all we should maintain the control of the steering wheel. This is a Chamorro Land Trust so we should maintain that control, if this bill is going to take that away from us then that would be haywire because my concern is again, the Northern *Hatdin* Chamorro is limited only and it doesn't show in the bill that would give us the flexibility to increase too while they have half of Guam on the Mangilao side even though it's going to be (inaudible)

**Administrative Director Michael Borja:** In that other farm over there that's private agricultural lease and she converted it into a farm. And so it's not part of this whole process it was originally it was just another person who had the same interest and got the agricultural lease to do it. There could be other lands that should be designated down in Aruna but I mean there could be other lands in the future that might be designated different geographical, geological places I think we were talking about earlier some place that you need beach for some kind of plants. So we have (inaudible) that might have beach front that is secluded it could be designated to that as well. What we are trying to talk about too this whole area, where we don't want any other kind of development, we want to preserve the plant growth in there, the wild plant growth that's existing in the limestone forest. Now in Inarajan that's the different story.

**Commissioner Amanda Santos:** It would benefit the Chamorro people nowadays are having a lot of sickness.

**Administrative Director Michael Borja:** Well Mr. Duenas if you have a chance to tell a story.

**Chairman Pascual Sablan:** I support the organization of this program whole heartedly but I want the Chamorro Land Trust to get all control of the steering wheel, we cannot just turn them loose.

**Administrative Director Michael Borja :** Well, it still belongs to the Chamorro Land Trust it's just how it's designated to be used is what this bill is doing. It that it designate the lands to be biodiversity, it still belongs to Chamorro Land Trust.

**Commissioner Pika Fejeran:** But then it does go further it says the legislature intends to authorize and allow the Chamorro Land Trust to skip down to the next, allow the Haya Foundation access to (inaudible) so there is already saying their intention is (inaudible). That they would be the ones on that property.

**Legal Counsel Kristan Finney:** Actually it doesn't say that they would be on the property it says that for somebody to lease some of this property they have to be eligible for Chamorro Land Trust lease and be a member of registered nonprofit.

**Commissioner Pika Fejeran:** I see that down there but about above Section II?

**Zita Pangelinan:** It's conflicting in the legislation.

**Administrative Director Michael Borja:** Above Section II. No that's not part of the law, that's the findings, their intent. The Section II is the part that amend the law that says what it is that you can't do.

**Legal Counsel Kristan Finney:** There's nothing in here that specifically give them access. As far as its talk about you have to have a lease.

**Zita Pangelinan:** It's not that we have to I mean that's not our original intent was.

**Legal Counsel Kristan Finney:** What I mean is they wouldn't be able to enter into a lease with you without approval from the legislature because it doesn't fit in the other perimeters. So to say that you have to go to (inaudible) how are they going to lease without approval?

**Commissioner Pika Fejeran:** They should have amended *Saruhana* and *Saruhano* just to be (inaudible).

**Zita Pangelinan:** Like I said they were working on the original bill and I didn't see it when it was introduced.

**Commissioner Pika Fejeran:** Ms. Finney, so this bill goes through as written we would still have to go through the legislature before we issue a lease.

**Legal Counsel Kristan Finney:** That's not what I'm saying. I'm saying of this bill were to go through it doesn't change the original law is that you could lease particular parcels it just increases the size of it and it fits these additional restrictions but to quality to use the parcel there has to be an individual that's eligible for a lease and it also has to meet requirements. It's a different approach then leasing out a piece of land to these guys and saying, we're leasing it for these purposes and you set up whatever perimeters you want in that lease and sublease it out or whatever the terms of their lease are.

**Administrative Director Michael Borja:** What I recommend is if you guys concur with the recommendations I gave that would be put into a testimony for the bill and then whatever language we think might be necessary to discuss the lease or a lease process or something like that, that we still hope to develop that. Having said that we can say all we want about what we would like to see and the bill can go to the floor for a vote and what comes out is a different sausage so we're going to deal with what we got in the end. But I don't think this is going to be the one that's going to be cultured too crazy but I think what the legislature would like to hear from us too is what can we do to make this a better bill that gives more definition to the things that we need to do to define a process so we can make it better for all the users. There may be still little bit of discussion that we can do offline one on one to try to find a way to talk about how this is done if you guys would like to get together. I don't know when this is going to be called before a public hearing but chances are most likely before the next board meeting.

**Zita Pangelinan:** Senator Ada was saying sometime in September.

**Administrative Director Michael Borja:** I imagine before the next legislative session.

**Commissioner Pika Fejeran:** I think we should meet offline and maybe even invite the Senator, the main author of the bill we can all sit down and hash out the final details.

**Administrative Director Michael Borja:** That sounds good you guys want to say anything. Are we okay about trying to find offline meeting?

**Zita Pangelinan:** Sure, yea we are in a predicament right now with what just occurred so. In terms of the confusion with the legislation.

**Administrative Director Michael Borja :** I don't mean for this to be harsh but one of the things I have to be careful is suddenly there is legislation that talks about somebody's input or relationship with the trust and we going to look forward down the line to try to do a lease I have to watch out that there's. We don't enter into a lease for example and suddenly a public law comes out and alters what we were supposed to be doing and then we got to back track and fix it and get it done the first time.

**Administrative Director Michael Borja:** Mr. Duenas do you have any comments?

**Melvin Duenas:** I'm not part of the Haya Foundation, Mr. Chair, I just want to take this opportunity to share a little bit from my perspective. My name is Melvin Duenas, grassroots from Inarajan, and originally we did have a lease from my father 120 acres in Inarajan that we relinquished back to the Chamorro Land Trust. We used it for almost 50 years when my brother died, he was the director for the Revenue and Tax but I was the one who kind of care was taker of the area. My interest here is I was trained in naturopathy in Malaysia, Indonesia, in the Philippines and also in the states integrating our local and this is my burden not only to plant and provide for the people but to teach so I was invited to Saipan, Tinian, Rota to do seminars on what plants to use, how to use it, and what's the benefit and when to use it for what reason. I held different seminars in different villages there's thousand registered in Talofofogymnasium. I just did one last Sunday for Maina where 12 pillars of the community intently listen, they all have ailment. I did one in Barrigada and have schedule in Inarajan, Merizo, Umatac on my second round. I have been doing this since 2008 it is my burden to the people of Guam not only trying this methods but to be given alternative on this process of healing. I was diagnose as liver, only 10% of my liver was working and I had diabetes leaking gut with different symptoms. They wanted me to go to chemotherapy and radiation, they gave me only a month anything over 7 is considers high on the enzymes of the liver mine was 2,000,280 counts. But I treated all with *amot* Chamorro and they could find any, my enzymes is okay and no more diabetes and this kind of thing so it's just my burden to give what I received so I'm little bit nervous and excited at the same time. My application for this was since 2007 I did a complete power presentation right here if you want to look at it. I was just kind of asking all of the 120 acres of my parents relinquish back, at lease 4-5 acres it was approved with Monte management back then but with all the ramification something happened and I was showed this property, that property then at the end was disapproved. Now I have to reapply and had to go to legislature so I cannot just fade away and continue to do this naturopathy on my own but when I heard of this presentation I felt I have to be heard

because I like to go to even the news to be able to present his in my case. But I would like to be considered in this area I just delivered two different Chamorro medicine jus this after noon but again I'm not trying to overshadow anything I'm just asking to be reconsider at this point also in this area of *amot* Chamorro and so my guess is if it go to the legislature I would like to have a presentation to have what kind of ailment and have those people involve what methods are you going to use and how you going to use it and what doze are you going to use and what it is used for and give an example of a worst case scenario of lupus or aids or any ailment and give 21 days to make a total healing to see a lab result and whoever really have some result can be given an opportunity to share with our Chamorro people in a bigger scale. Everything I do is free and I left everything behind just for this burden so that's why I like to, maybe I need to revisit my application that was denied but maybe I can get counsel from you Mr. Sablan. I did speak to Mr. Administrative Director Michael Borja one to one on this but he said maybe it's a good idea to just sit in this. So originally I signed in as a public comment but I was allowed in this situation.

**Chairman Pascual Sablan:** Thank you Mr. Duenas I hope everything turns alright on you. Frances, you have anything to say.

**Frances:** No Mr. Duenas. All I'm asking a little bit of land can you give us authorization to plant for medicine plants a lot of the plants are dying last month I was looking for some medicine plants (*katma tasi*) I found some in Anderson it's good thing I have access to go in to Anderson. I didn't go to somebody elses's ranch but there's a lot of medicine plants that are available. What are you going to use the *Katma tasi* for? For inside of your body when it's hot and you feel like you're going to faint you take the leaf and you soak it and then you dry it out then after you remove the leaves and you drink it, you can also use it for your heart but it could taste bitter. They can go and look for lot of plants but they needs hands on because there's a lot of plants that look alike.

**Chairman Pascual Sablan:** Do you ever see *nigas* that lives in other places other than near the ocean?

**Melvin Duenas:** I just want to counsel where do I go about in this area and 30 years of lease is all I'm asking and within a few years monitor the situation, I have been doing this intensely and the mayor's office know this as a matter of fact they, when they first heard Zita's name through Doris Flores in Inarajan. Originally I'm from Inarajan I gave up military and government services 100% to try to share what *the* Chamorro medicine did to me for the my understanding with the Chamorro medicine. It's not only the healing that will break if you keep drinking beer and smoking. You want total healing, total reformation in the body is a process it's not just over night and sometimes 21-days is a good timing to see a good result. I want to continue this is not only to plant the Chamorro medicine but a place, a center to heal, a place to a treatment plan, a greenhouse and everything. And to be able to bring the people to house there in total treatment within 10 days.

**Chairman Pascual Sablan:** Did you apply already?

**Melvin Duenas:** Yes I did and Mr. Monte said it's a green light but for some reason. Mr., is it okay if I make a follow up?

**Administrative Director Michael Borja:** Yes. We will be looking at your file.

**Chairman Pascual Sablan:** Thank you everybody.

**6. Chairman Pascual Sablan:** I guess we have to go to Bill no. 360-33 & 361-33.

**Administrative Director Michael Borja:** Right. These are the GPA Bills and we had a couple of bills attached to in a village of Talofofo is a substation and a piece of land behind that substation which they want to acquire and they're due diligence to look over the land, they also discovered that they didn't have the ownership of the land the substation existed and because these are two different properties they has to be a separate bills for each one but they both will come in together. The issue we have there's lot 427 which is substation because they were transferred to GPA it is nonregistered piece of property just about three quarters of an acre. Bill 361 they also want to have that piece of land be able to install an energy storage system and battery system (inaudible) by the existing solar farm down in Inarajan and Malojloj. Again that's also an unregistered piece of property that is portion of a much larger piece of property that is also an unregistered. These areas of land by the way also refer to as a *taki biju*. The recommendation is that the bills should include the GPA responsible for the survey of the land and to create the land registration survey map and in Bill 361 GPA is responsible to survey the entire lot and getting it registered prior to subdividing it into a portion needed to this bill, GPA in item no. 3 is responsible for obtaining the necessary appraisals to determine the fair market value and then both bills must include a reversionary clause that the properties must be used within a 5 year period or is returned back to the Chamorro Land Trust Commission. A resolution from the commission to the legislature will be necessary, the items should be included in the language of the bill showing concurrence in this body just also point out that two recent bills that have been enacted to public law for the Guam Waterworks Authority which is govern by the same commission as the Guam Power Authority, actually three bills for lands transferred over to them and these recommendation I listed were all noted in those bills and were enacted into law as well. The reason for the reversionary clause is to ensure no land is taking out of the Chamorro Land Trust inventory and never use or used in purposes other than what they were used intended to be used for and whether they are paid for or not and that's just to protect the inventory of the land trust. These are two bills and Guam Power Authority is present and has been very patient in this entire meeting to come forward and discuss anything that they want to discuss all these things.

**Chairman Pascual Sablan:** Can we ask the lady and the gentleman to identify themselves please.

**John Cruz (GPA):** I'm John Cruz I'm the manager of the Strategic Planning and Operation Research group of the Guam Power Authority and our project have (inaudible) storage.

**Loraine Shirohara:** My name is Loraine Shirohara and I'm the Special Projects Engineer assigned to the Energy Storage System.

**Antonio Gumataotao:** Hafa Adai. I'm Antonio Gumataotao, I work with engineering, supervisor.

**Chairman Pascual Sablan:** Thank you folks. I believe Mr. Director the consensus of these commission is on recommendation D that there should be a compensation with CLTC.

**Administrative Director Michael Borja:** Right and that's what this is also saying. I think the compensation is in there in the discussion already in the bill but what was dropped out was the reversionary clause in Item no. 3. In Item no. 2 that you mention they really have to, what they are asking for is a small part which is really a part of a bigger part and it's in register so in order to even portion it out they have to register the entire lot and then they can portion it out and to define it like this is fine so they can do it and it will give a reason for the approval of the survey map downstream and then the appraisal can't be done until that period anyway but in the meantime what we would be able to provide to them is also the grant of access to the lands so they can begin to use the lands after the enactment of the law.

**Chairman Pascual Sablan:** And what does GPA have to say?

**John Cruz (GPA):** I think we are accepting that we are going to be responsible for the surveys and that we will be responsible to paying the appraisal for the lot and agree to the 180 days it would take in concert with the Chamorro Land Trust to come up with the deal in terms of a what the compensation to the CLTC.

**Administrative Director Michael Borja:** And the 180 days was originally in template that we use with the Guam Waterworks Authority in determining what would be the best way to compensate it could be a number of different ways but again it all depends to on your commissioners and what they decide to do and what they agree to do. But again we have a variety of options we can look at, land transfer, in-kind services, and things like that or outright payment of the land so that's (inaudible) the option of whatever agreement but within a 180 days to create (inaudible).

**Legal Counsel Kristan K. Finney:** What about the registering the land? You had mentioned that you are agreeable to the other things but I'm just wondering about the land registration.

**John Cruz (GPA):** So from what I understand yes it's parcel, the parcel behind the substation that's going through the land registration process already and if the.

**Legal Counsel Kristan Finney:** I'm sorry which lot?

**Margarita (DLM):** They got both unregistered 427 and 420.

**John Cruz (GPA):** So the parcel that where the substation exist today we will go in and go to the land registration process.

**Legal Counsel Kristan Finney:** Which?

**Margarita (DLM):** Which is the 427. Then they need additional land right behind it 421, which is again, unregistered.

**John Cruz (GPA)** so for bill 360-33 we will do the land registration process it will go through the usual process. The land is already surveyed we just go through the motions of registering the property with the courts.

**Legal Counsel Kristan Finney:** But not for the other one?

**John Cruz (GPA):** I believe because we are only requesting half acre portions.

**Administrative Director Michael Borja:** But the problem there is that in the land registration process you can't just register a portion of some unregistered property the entire lot has to be registered of course and you cannot subdivide it out a portion out of a piece of property out of a track of land that hasn't been registered until that whole land has been surveyed out then you going to survey it out and you can portion it out but you can't you still won't have it without registering it.

**John Cruz (GPA):** So we will have it registered first and have the subdivision portion and register that.

**Administrative Director Michael Borja:** But we have already agreed that that portion which is defined in this sketches which you guys provided, that's not going to change so we already know the size of the land, we already know those things so that's a given but down steam when you do the land registration survey map then after that's agreed then you would probably do another map which portion it out and then you still have another survey maps that you still trying to get done to because then you are going to consolidate to so you can have one general piece of property so you can do both your activities, you're adjoining the two lots. So those are multiple steps way down steam but in order to portion out your section of 421 you going to need to first make sure the entire lot had been registered to take it out. That's just the way the land registration works.

**Margarita (DLM):** There's a land registration map already and that was done several years ago. That's going to be one of the next lot that are going into the petitions.

**Legal Counsel Kristan Finney:** The thing with this lot 421 though is there are a lot of occupants. I mean it's pretty big piece of property.

**Margarita (DLM):** We provided a listing already to Andrew and I think has already completed and should be forwarded to you.

**Administrative Director Michael Borja:** In the land registration process the belly buttons of every adjacent and land owner and in the case here the squatters who are sitting on the land or the users of the land have to be touched not mailed, touched and so it's a lot of belly buttons. That's the part that takes the longest but we have process servers here that can assist with that as well so we will be in it with you guys to help out because we have a vested interest in this too as a Chamorro Land Trust so we will be there help out in those aspects and we do, Kristan Finney as the assistant Attorney General deals with the land issues as well as the land registration so we will be part of the package to help out in all of this, but you know it's something that you needed, and again this is not something that we ask just of you Guam Waterworks took it upon themselves to offer all up to us in the beginning. But it's a good standard for us to move forward because it's in their interest to get something that they need and it's in our interest to get it all done the right way the first time.

**John Cruz (GPA):** And it benefits all and we are thankful that you are taking the time to help us out, a much needed asset in order to be able to take all of that increment to the energy and to help have a better power system. So we thank you for all of that.

**Administrative Director Michael Borja:** I'm just wondering how did that get missed.

**John Cruz (GPA):** No It didn't get missed, we made a mid-correction in terms of where the sighting is and some new information came up in terms of their ability to be able to curtain the units they are working on that, but it's been in the plan to create those batteries and to help with the interim agencies.

**Commissioner Pika Fejeran:** I make the motion to approve the resolution with the recommendation to approve the recommendation listed with both those. I make a motion to approve the recommendations listed for the land transfer to Guam Power Authority of those number 361-33 and 360-33. The recommendations listed and the agenda 134 and addition to a granted access the 421 parcel for GPA's access. And that should be all be put on a Resolution to the Guam Legislature.

**Commissioner Amanda Santos:** I second that.

**Chairman Pascual Sablan:** Second. Discussion? I think we said it all, right? Okay. Those in favor say aye.

**Everyone:** Aye.

**Chairman Pascual Sablan:** Ladies and Gentlemen thank you.

**7. Administrative Director Michael Borja:** The next thing on the agenda is the Guam Educational Financing Foundation has an amendment to a ground lease that Chamorro Land Trust to sign. What it is, is I met with the people from Oric yesterday and what it is, is there's a change in who to sign, there's a signer name U.S. National Bank because of the change in financing for this funding of the schools. On the issues that we have is also to discuss a lease that is between the Guam Education Financing Foundation and Department of

Education which we didn't have but they have since provided to us and we wanted to be sure that lease doesn't talk about other things that are detrimental to the Chamorro Land Trust. So present here is Niko from GEDA and he have some comments to make on this but we will need to do is again a resolution at the end to approve this amendment and then we have a copies for the chairman to sign and we'll get it notarized. Kristan, do you have any comments on that?

**Legal Counsel Kristan Finney:** The other thing is that there's also an assignment agreement that is what the commission, with expressing and approving and I don't know if.

**Administrative Director Michael Borja:** If they've seen the assignment agreement. Yes that's what was in your package.

**Chairman Pascual Sablan:** I have a question here too. Under rental Section 3 the Ground Lessee shall pay to the Ground Lessor as and for rental hereunder the sum of One Dollar (\$1.00), per second, per minute, per day?

**Legal Counsel Kristan Finney:** That's not part of the lease that's being changed.

**Chairman Pascual Sablan:** How much are they leasing it from us, for \$1.00 for 30 days?

**Administrative Director Michael Borja:** That was the legislative transaction to transfer it over for the purpose of building these four schools and it was just a dollar. Chamorro Land Trust doesn't get anything out of it because it's for the benefit of the community by building these schools.

**Chairman Pascual Sablan:** But if you look at the demographic of the DOE population there's more 50% non-Chamorro and this is Chamorro land right? Am I being racist?

**Administrative Director Michael Borja:** Niko would like to talk about this process.

**Niko (GEDA):** What we're asking today for you Mr. Chairman is to endorse the first amendment to the ground lease which was originally dated September 1, 2006, this amendment what we did was we went out to the market earlier this summer, I believe August 4, we were able to successfully refund in 2008 and 2006 the certificates which funded the schools and the Okudo as well. We did get savings the rates were a lot lower than we did back then so this is mainly just the straight forward refunding for tons of savings for the government of Guam. So we ended up successful in refunding it. The original rates we had back in 2008 was at 6.53% and with this financing for 2016 we were able to get it down to 3.27% so it's almost fully half of that. It seems the debt service from what used to be \$7 million per year to about \$4.7 million now. And the amendment there are two name changes I do want to bring up is the first is the new trustee for this certificates it used to be Wells Fargo now it's the U.S. National Bank this is one name change and the other change is just the referencing of the original 2006 and 2008 lease and it is now referencing the 2016 in this new release based on this certificate.

**Chairman Pascual Sablan:** So actually it is refinancing and interest rates going down?

**Niko (GEDA):** Correct.

**Chairman Pascual Sablan:** How much savings are we talking about?

**Niko (GEDA):** It was about \$3.7 million dollars.

**Chairman Pascual Sablan:** For the entire duration of the contract? Is that also affecting your commission?

**Niko (GEDA):** With GEDA. I'm not too sure how they update that. But the savings is more to transfer on to the government.

**Chairman Pascual Sablan:** I think they are charging up 13% no?

**Administrative Director Michael Borja:** We are not getting charge.

**Chairman Pascual Sablan:** This is in-kind?

**Niko (GEDA):** I think the 13% is for project management.

**Legal Counsel Kristan Finney:** This is simply different thing. This is completely different from that.

**Chairman Pascual Sablan:** Thank you.

**Commissioner Pika Fejeran:** This first amendment, it's just adding on Sections to this original lease.

**Niko (GEDA):** just noted it now reference the 2016 certificates.

**Commissioner Pika Fejeran:** I see

**Administrative Director Michael Borja:** This one only deals only with the schools that were created Okudo, Adacao, Astumbo and Ligan. So when they built all those schools not long ago it was under one big umbrella bond and they were able to refinance rates. So all it is the technicality of changing the names of the signer and the trustee.

**Niko (GEDA):** Without extending the original term.

**Administrative Director Michael Borja:** What we need to have a resolution agreeing to endorse this amendment and that's all it is and then I'll type up the resolution that says you can sign the amendment.

**Commissioner Pika Fejeran:** I make a motion to approve the resolution approving this first amendment to the ground lease.

**Commissioner Amanda Santos:** I second.

**Administrative Director Michael Borja:** we'll hold it and have it notarize tomorrow.

**Niko (GEDA):** Thank you.

**Chairman Pascual Sablan:** the motion was made and second by Mrs. Santos, those in favor say aye.

**Everyone:** Aye

**8. Administrative Director Michael Borja:** If I can go real quick to the last item of no. 10 of the agenda (RFP development for the commercial properties) We are approaching the 60 days period for the approval of the three Lots on August 23 that we approved for commercial use and at the time we can begin to entertain ideas and concept to the use those lands. The first set of lands that we really want to try to move on is the one in Yigo for the housing community. There's a lot of work that needs to really go in finding the developer and all that. This thing will include the Micronesian community. This is just an idea of the kind of things that we can look at it and moving forward for getting the developer to do something in our lands and you can see they can take advantage of a lot of USDA available funds and low interest loans. What I'm looking in trying to do is to be able go and issue out after the 60-day period is gone and are advise that we can request for information so that we can get perspective developers to give us some ideas and talk about what it means to be brought up in RFP, what needs to be discussed in creating this RFP. The reason to do it publicly like that is to ensure that these individuals, if I just call them individually, someone can challenge and say, look I wrote the RFP for this company right and if they can get disqualified from being permitted to bid so if we do it publicly we have more coming in for discussion they can give us some ideas what we need to do to create RFP. In going so far as creating RFP we also we have to look to whose going to do the RFP for us as well. There are only certain organization that can technically do that and we want to make sure it's done the right way. Chamorro Land Trust is still going through the challenge to the RFP and GEDA did so you know we don't want to entangle with those kind of controversies we want something to be successful. The thought here is we are going to move on this and I'll keep you up to speed on what those are all about.

**Chairman Pascual Sablan:** I was reading that I suggest you don't get involve in the detail and let the developer do all the work and just present it to us.

**Administrative Director Michael Borja:** Well that's exactly it but we have to write up make sure the RFP includes the number of things and you know there are things in here that may not be part of it. The developer would have to do it on their own and find the source of funding to do it. They going to have to do this kinds of things but it just enlightened us to the ideas that things can be done out there by the developers out there for us we also want to make sure. They can write the conveyance of the neighborhood for us because we basically control how we want that neighborhood to run.

## **VII. DIRECTOR'S REPORT**

**Administrative Director Michael Borja:** What we also have here is the Financial Report showing you with the profit and loss is what it basically said. This is how we spent the money so far and what we received and what has been paid out in salaries and supplies and other things. In the Balance Sheet what I want you to see here is the thing called Other Assets due to/from General Fund, the \$1.3 million that's the money that that is still owed to CLTC that was taken out. If you see this is only good up to June '16 why not July because Department of Administration has not updated their books to July yet. Then what you have as well on this one print out is the AS400 transaction list of how the monies have been taken and put back in. This is what I was talking about that with this information we will have a discussion again on why DOA has not informed us. If you desire we do a resolution to the legislature we create a lock box on the funds and don't have it touched.

**Commissioner Pika Fejeran:** Can I see the aging summary?

**Joseph Cruz (CLTC):** GasB 13 tells the government local or state government that any leases with the escalation in rent should be accounted for in certain way, you will see our receivables and deferred income increase all the way to GasB 13. We created a customer called Gas B 13 only because if we recorded under the PICC or the Raceway or GTA it might create distortion or outstanding in regards to actual receipt. So we put Gas B 13 only.

**Commissioner Pika Fejeran:** You have to account for it separately?

**Joseph Cruz (CLTC):** We can put it under GICC but then it's going to read GICC's receivable as \$140 some thousand.

**Commissioner Pika Fejeran:** I don't think I understand that.

**Administrative Director Michael Borja:** If you look there a \$116,000 in the GasB 13 and you see there's negative \$33,000, \$95,000 almost \$96,000, negative \$30,000 almost \$31,000 you add all that up and it's almost \$116,000 so it offsets each other but the reason we had to do that again Joey was because these numbers mean what?

**Joey (CLTC):** The GasB 13 is just your accounting for the escalation of the rent throughout the lease.

**Commissioner Pika Fejeran:** So it's what we are expecting to get in the future.

**Joey (CLTC):** As the lease term goes further it'll increase to a peak and it will start to decrease so at the end of the lease term it will zero out.

**Administrative Director Michael Borja:** Joey can you also explain as well on the Sorenson Broadcasting what adjustment we are going to see.

## VIII. COMMISSIONER'S COMMENTS

**Joey (CLTC):** You see a credit memo to the Sorenson only because in the past they were invoicing Sorenson at \$1,090.05 which I believe the actual rent was \$897 point something so the \$192 should have been credited to the receivable but that was not the case in the past so we had to go back.

**Administrative Director Michael Borja:** Sorenson had a big account receivable, there was an agreement they were paying us over time to settle that past due and the \$800 was the standard rental payment and \$300 was to pay the past due they were being incorrectly invoiced for \$1,100. They should have been invoice for \$800 and \$300 would have gone to pay off the receivable. Because of the accounting here occurred over a number of years we can adjust the previous years so the adjustment is going to be made this year and will show an odd adjustment which will be justifiable and documentation for the auditor when that comes about. Then on top we had just giving the approval by the Public Auditor to issue an RFP to engage in another three year contract for another three year set of audits. The auditors that audit the last three years their contract had expired and now we need to engage in another three year contract. Afaisen, they had a big account receivable as well for the past due and they paid off their account.

**Commissioner Pika Fejeran:** What are we doing with the over 90 days owe?

**Administrative Director Michael Borja:** We have to continue to invoice the Guam Resource and Recovery Partners because that has not been sorted out. We told them they gone into default. They said okay. We said with accordance with the law we had to offer you a hearing and they said okay we accept and now we have to come with the hearing officer and go to that process but at the meantime we have to continue to accumulate until that's done and we have zero if it becomes notified.

**Commissioner Pika Fejeran:** Is there an agreement in the Country Club for their payment?

**Administrative Director Michael Borja:** Well we are going to work with them in the 60-90 days the \$2,000 shortage in the payment for some reason we will be on top of them but remember the 1-30 we give them 0 days once we issue it.

**Administrative Director Michael Borja:** In the United States Postal Service we realize that may have period in time in which their leases lapse they decided they didn't want to renew their contract that was kind of something going on with the U.S. Postal Service. They continue to operate those facilities and then they came back and say we want to do this. And it was really interesting because that's how I knew somebody was not intune with what was happening because someone from Guam – Hawaii (inaudible) where is this coming from and the other person said we did it so just live with it. So there's this period of time in which we believe they should have been paying for so we just have to go back and address that to let them know you need to pay for that gap.

**Commissioner Pika Fejeran:** I have a question on the revenue question. There's a couple people here that have two different application does that mean they are applying for agriculture and residential? Mimi is twice, Ana Marie. Is it \$50 for both residence, and agriculture, one application? Why are we getting two applications? Because if we allow people to apply for both residential and agriculture (interrupted).

**Legal Counsel Kristan Finney:** If we had more time I was trying to see what applying in the rules and the law and actually and the restriction is on you can only have one house so a person can actually can have a residential and agricultural lease but they can only have one house. As far as I can tell that's just a quick reading in it. What people might have been thinking (inaudible) on having two leases. I think they can as long as (inaudible). I'll find out and send the Section, I think it's in a rule. If they have a house on the agriculture then they have to give us the residential.

**Commissioner Pika Fejeran:** if they have a private property with the house they can't have another house.

**Legal Counsel Kristan Finney:** Actually, if it's a residential property that has to be their primary residence. There's no restriction they can own other property but they can't they have to be residing (inaudible) there's whole bunch of rules in how they have to be using it. And then for the agriculture they have to be (interrupted)

I kind of sort of briefly look at that so I will send the (inaudible).

Note: **Mr. Daniel Babauta** was moved to this spot from the new business, represented by Lydia (CLTC)

**Administrative Director Michael Borja:** Do we want to talk about Daniel Babauta on the lease. Request for survey authorization section. The only reason I ask to be on the agenda is this is like his third time that he has failed to do his survey and it would be better if he is here to face on what's going on. Is there a reason why he's not able to do them?

**Lydia (CLTC):** He is an employee of DOC and he's working 12-hours a day and so therefore when he's off the few surveyors that he is able to contact have turned him down and have told him they do not do surveys for Chamorro Land Trust applicants. So after he explained to me the reason and I checked with my supervisor, Matt Leon Guerrero, he had suggested that I give a couple names and I did and I spoke to him and gave him the names of the surveyors and he was able to talk to one Mr. Castro who said he is more than willing to take on his case. He just needs the survey authorization before he can sign the contract.

**Administrative Director Michael Borja:** Now I recall why I asked for you to come here not so much because of the individual not performance but because that's the issue we've had with the surveyors. They don't really want to do the work for CLTC because it's this kind of low piece of land here. The land is part of a large parcel that they have to survey the entire thing just to come up with the tiny little lot and that's become very expensive on their part as well. So the push is to try and move to try and get the survey to be done in mass.

**Legal Counsel Kristan Finney:** I understand from the survey from our friends also if the Chamorro Land Trust can do the survey then we have control over the survey because you are the client not the lessee. I think that's what you want when you are doing the survey it's just the matter.

**Administrative Director Michael Borja:** The surveyors want to do it that way we want to be able to control it that way as well. It would probably be cheaper so I'll be moving forward in trying to ensure the legislature gets that money into the budget if not we will ask for separate appropriation. But as far as Mr. Babauta I probably authorize the other survey authorization again it's just I wanted you to know why he's not this issue and it's not really their fault but this is what the applicants are facing in trying to get their survey.

**Commissioner Pika Fejeran:** I have some of the commissioner's comment I was asking to move forward. In the next one I was asking about in our working session the MOU with the USDA asking to maybe put this on our next meeting agenda so we can talk to them and see what they are offering. They are wanting to set up MOU with CLTC where we would share information about our agriculture lessees and they would be able go to them directly and work with them and help them in their agricultural endeavor. Is this something we would like to entertain?

**Administrative Director Michael Borja:** I think for the rights of the agricultural lessee it would be something we would tell them rather than giving them a list of government agencies. But we can talk about it USDA comes in all different forms. It's incredible what they do come up with but you know the next step is they going to be policing our conservation easements for us whether we want them to or not. That's why we have to be careful in that process, but yes we will work on it on the next agenda.

**Commissioner Pika Fejeran:** I completely see your point them because we have to give them our contact information on the existing agricultural leases.

**Administrative Director Michael Borja:** It's privacy stuff and they may not want to be entertain but we can tell give us the stuff you want us to mail to them and we'll mail it to them. The next one I wanted to bring up is working sessions for our budget and also our visioning and strategic plan. Chairman you mentioned from our last meeting back in June coming up with our short and long term goals for the CLTC and think that is still on we've heard almost every case today was people coming forward saying right this wrong or fix what happened before so it could have been our interest and in the mission of the CLTC address to actually set some time aside and get everything out on the table so we can start coming up with the plan to address these issues rather on a case by case basis like when they are brought up to us. Working session.

**Chairman Pascual Sablan:** I would like you to bring it to here so we can discuss and go on record but our hands are tight like today. I think this is the longest meeting we ever had right.

**Commissioner Pika Fejeran:** Right.

**Administrative Director Michael Borja:** What we can do is sit down so we discuss what some of the stuff that we wanted to work first and create that stuff for you then we bring it up at the meeting cause no decision should be made in working sessions. You can brainstorm.

**Commissioner Pika Fejeran:** I can come up with outline or template for the working session.

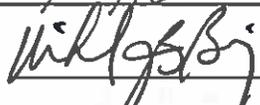
**Commissioner Amanda Santos:** Meeting adjourned. Pika second. All say Aye.

**IX. ADJOURNMENT**

Commissioner Pascual Sablan moved to adjourn the meeting. Commissioner Amanda Santos seconded the motion. Meeting adjourned at 5:05 pm.

Transcribed by: Ruth Sakuma, Administrative Assistant: 

Approved by Board motion in meeting of: 10/20/16

Michael J.B. Borja, Administrative Director:  Date: 10/20/16

Pascual Sablan, Chairman:  Date: 10/20/16

CHAMORRO LAND TRUST COMMISSION  
Board of Commissioners Meeting  
~~September 15, 2016~~  
October 20, 2016

**JERRY DAVID SANCHEZ – REQUEST APPROVAL FOR ADDITIONAL ACREAGE (1-ACRE) FROM ADJOINING LOTS THAT ARE UNOCCUPIED AND UNDEVELOPED. REASONS FOR REQUEST ARE THAT PORTIONS OF EXISTING LOT HAVE CORAL OUTCROPS THAT DO NOT LEND IT TO TILLING AND ALSO WOULD LIKE TO EXPAND HIS AGRICULTURAL OPERATIONS.**

**1. FACTS:**

- a. **Location:** Municipality of Dededo
- b. **Lot Size/Lease Type:** 1,858± s.m., Agricultural Lease
- c. **Lease Instrument Number:** Note: Survey on process by Frank Castro.
- d. **Field Description:** Flat

**2. CHRONOLOGICAL FACTS:**

- a. **Agricultural Application Date and Time:** December 1, 1995, at 10:30 a.m., Numerical Designation 0000426
- b. **Agricultural Application Date and Time:** January 9, 1996, at 3:13 a.m., Numerical Designation 0003073
- c. **January 9, 1996:** Paid CLTC Processing Fee \$50.00
- d. **May 7, 1997:** Applicant was interviewed by CLTC staff
- e. **May 23, 2005:** Authorization to Initiate Survey portion of Lot 402-R11, one-half (.50) acre, Talafofo, Guam.
- f. **May 24, 2005:** Notice of Intent to Award ("NOIA"), a portion of Lot 402-R11, Municipality of Talafofo containing an area of not more than one-half (.50) acre.
- g. **February 15, 2006:** Notice of Intent to Award ("NOIA"), portion of Lot 421, Municipality of Talafofo, one-half (.50) acre.
- h. **February 15, 2006:** Authorization to Initiate Survey portion of Lot 421, one-half (.50) acre, Talafofo, Guam.
- i. **February 23, 2006:** Decline of Municipality Award. Portion of Lot 421, Talafofo.
- j. **February 2008:** 60-DAYS AUTHORIZATION TO INITIATE PARCEL SURVEY. Portion of Lot 421, Talafofo.
- k. **February 21, 2008:** Approval of application for power, water, telephone and building permits. Portion of Lot 421, Talafofo.
- l. **2011:** 60-DAYS AUTHORIZATION TO INITIATE PARCEL SURVEY. Portion of Lot 421, Talafofo.

- m. **October 28, 2011:** Agriculture Lease between Chamorro Land Trust Commission (Lessor) and Jerry David Sanchez (Lessee). A portion of Lot 421, Talafofo containing an area of not more than one-half (.50) acre. **Note:** Applicant did not sign lease agreement.
- n. **October 28, 2011:** Approval of application for power, water, telephone and building permits. Portion of Lot 421, Talafofo.
- o. **December 15, 2015:** Agriculture Interview (Farming & proposed Residential Unit)
- p. **January 05, 2016:** Inspection Report, Tract 1021, Block 1A, Lot 4-1, Dededo, Guam.
- q. **March 18, 2016:** 2<sup>nd</sup> Decline of Municipality Award. Portion of Lot 421, Talafofo.
- r. **March 18, 2016:** 60-DAYS Authorization to Initiate Parcel Certification Survey for Lot 4-1, Block 1A, Tract 1021, Dededo, Guam.
- s. **September 6, 2016:** 60-DAYS Authorization to Initiate Parcel Certification Survey for Lot 4-1 Block 1A, Tract 1021, Dededo, Guam.
- t. **August 18, 2016:** Request for additional acreage from adjoining lots, Submission of Farm Plan.

**STAFF ANALYSIS:**

Field inspection conducted on 9/12/2016, 8:30 a.m., confirms approximately 10% of leased property has farming activity such as bananas and betel nut trees. According to Mr. Sanchez via telephone, he's not able to till the remaining property (already cleared) based on existing lot has coral outcrops that do not lend it for tilling and farming. Site inspection confirms Mr. Sanchez claims.

**Recommend:** Compost soil is well-suited to agriculture.

**Note:** Mr. Sanchez is not a bona fide farmer.





August 18, 2016

TO: Chairman Pascual Sablan  
Administrative Director Michael Borja  
Chamorro Land Trust Commission

FR: Jerry David Sanchez

Subject: Request for additional acreage from adjoining lots  
Submission of Farm Plan

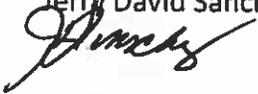
I am an existing agricultural lessee of Chamorro Land Trust property in Dededo, my lease is on Lot 4-1, Block 1-A Tract 1021 approximately ½ acre.

My farming operation and farm plan has necessitated a request for additional acreage from adjoining lots that are unoccupied and undeveloped. These lots are Lot 4-2, Block 1-A and Lot 4-7, Block 1-A, both in Tract 1021 and both approximately ½ acre each. The increase in acreage is an additional 1-acre total. An inspection of my existing farm is welcomed.

The reasons for my request are: portions of my existing lot have coral outcrops that do not lend it to tilling and farming and my farm plans include an expansion of my agricultural operations.

I have attached my updated farm plan to this request letter.

Jerry David Sanchez



# JERRY DAVID SANCHEZ PROPOSED FARM PLAN

## **OBJECTIVE(S)**

- TO DEVELOP A PRODUCTIVE AND SUSTAINABLE FARM OPERATION.
- TO REDUCE POTENTIAL NEGATIVE IMPACTS TO SOIL, WATER, AIR, PLANTS, ANIMALS AND HUMANS.
- TO BE EDUCATED AS A FARMER IN PRODUCTIVE AND RESPECTIVE FARMING PRACTICES TAKING ADVANTAGE OF EDUCATIONAL PROGRAMS PROVIDED BY THE UNIVERSITY OF GUAM'S COLLEGE OF AGRICULTURE AND LIFE SCIENCES PROGRAMS AND THE DEPARTMENT OF AGRICULTURE'S AGRICULTURAL DEVELOPMENT SERVICES.

## **HEADQUARTERS AREA: APPROXIMATELY 12x12 feet**

- TO BE USED AS A STORAGE YARD FOR LARGE EQUIPMENT
- BUILDING TO BE USED TO STORE SMALL EQUIPMENT.
- TO BE USED TO PROCESS AND STORE HARVESTED CROPS.
- TO BE USED AS A REST AREA.

## **FIELD NO. 1 - CASH CROPS      SIZE OF AREA: APPROXIMATELY 1¼ ACRES**

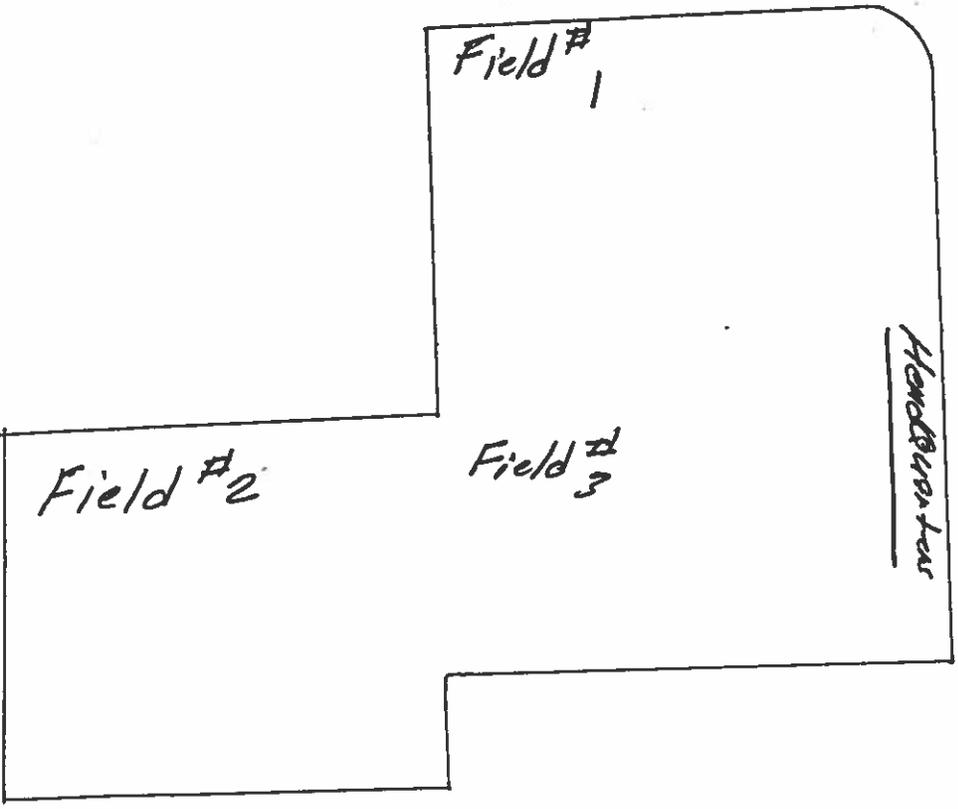
- THIS FIELD WILL BE USED TO PLANT COMMON CASH CROPS: TOMATOES, EGGPLANT, PEPPER, CUCUMBER, LONG BEANS AND DRAGON FRUIT.
- CROPS WILL BE PLANTED IN THE APPROPRIATE SOIL TYPE IN THE AREA. TRADITIONAL AND CONVENTIONAL FARMING METHODS WILL BE USED: PLOWING, TILLING, MULCHING AND COMPOSTING.
- A WATER IRRIGATION SYSTEM WILL BE INSTALLED DEPENDING ON THE AVAILABILITY OF GWA WATER.

## **FIELD NO. 2 - FRUIT CROPS      SIZE OF AREA: APPROXIMATELY 1¼ ACRES**

- THIS FIELD WILL BE USED TO PLANT FRUIT TREES: MANGO, BELIMBINES, AVOCADO, BANANA, PAPAYA, SOURSOP, LAGUANA, CALAMANSI, VARIOUS TYPE OF CITRUS CROPS AND POSSIBLY COCONUTS CONSIDERING THE RHINO BEETLE PROBLEM.
- TREES WILL BE PLANTED IN THE APPROPRIATE SOIL TYPE IN THE AREA.
- A WATER IRRIGATION SYSTEM WILL BE INSTALLED DEPENDING ON THE AVAILABILITY OF GWA WATER.

## **FIELD NO. 3 - LIVESTOCK      SIZE OF AREA: APPROXIMATELY 1¼ ACRES**

- CHICKENS AND PIGS WILL BE RAISED FOR SUBSISTENCE FOLLOWING ENVIRONMENTAL RULES AND REGULATIONS AND LAW.
- STRUCTURES FOR CONFINEMENT OF LIVESTOCK WILL BE CONSTRUCTED WITH APPROPRIATE PERMITS.
- LIVESTOCK WASTE WILL BE CONFINED ACCORDING TO EPA RULES AND REGULATIONS AND DISPOSED OF APPROPRIATELY.
- PIG WASTE AND CHICKEN WASTE WILL BE RECYCLED FOR FERTILIZER.



Field #1

Field #2

Field #3

Handwritten text





↑↑

10705

10905

10805

LOT 4-8, BLOCK 1A,  
TRACT 1021  
A = 1,858 ± SQ. M.

BLOCK 1A,  
TRACT 1021  
A = 1,858 ± SQ. M.

40' WIDE ROAD  
RIGHT OF WAY

LOT 4-7, BLOCK 1A,  
TRACT 1021  
A = 1,858 ± SQ. M.

40' WIDE ROAD  
RIGHT OF WAY

LOT 4-7, BLOCK 1A,  
TRACT 1021  
A = 1,858 ± SQ. M.

LOT 4-3, BLOCK 1A,  
TRACT 1021  
A = 1,858 ± SQ. M.

LOT 4-6, BLOCK 1A,  
TRACT 1021  
A = 1,858 ± SQ. M.

20' WIDE POWER  
EASEMENT

40' WIDE ROAD  
RIGHT OF WAY

LOT 4-4, BLOCK 1A,  
TRACT 1021  
A = 1,858 ± SQ. M.

LOT 4-5, BLOCK 1A,  
TRACT 1021  
A = 1,858 ± SQ. M.

40' WIDE ROAD  
RIGHT OF WAY

1805

CHAMORRO LAND TRUST COMMISSION  
Board of Commissioners Meeting  
~~September 15, 2016~~  
October 20, 2016

Renewal of Memorandum of Understanding between GEDA and CLTC for General Consultancy and Property Management Services

1. FINDINGS:

- a. GEDA and CLTC engaged in a Memorandum of Understanding approved by the Governor on April 24, 2013. MOU is now subject to the first renewal.
- b. Attached is a copy of the approved MOU.
- c. CLTC Board of Commissioners need to determine if they will renew the MOU as it is or to end it and create a new MOU.
- d. New MOU can be a modification of existing MOU with modification in areas marked in red.

2. RECOMMENDATIONS:

- a. End existing MOU and enter a new MOU with proposed modifications:
  - (1) "1.a.": CLTC can manage its own leases and prepare its own billings.
  - (2) "1.b.": Commercial rules and regulations are enacted. This section is not needed.
  - (3) "1.c.": Budget analysis not needed.
  - (4) "5.a.": Payment of services amount needs evaluation.
  - (5) "6.": Payment remittance not necessary if CLTC is manages its own leases and billings.

3. EXHIBIT: MOU dated April 24, 2013.



# GEDA

## Guam Economic Development Authority

*Aturidad Inadilanton Ikunumihan Guahan*

EDDIE BAZA CALVO  
GOVERNOR OF GUAM  
I MAGA'LAHEN GUAHAN  
RAY TENORIO  
LT. GOVERNOR OF GUAM  
I SEGUNDO NA MAGA'LAHEN GUAHAN  
JAY ROJAS  
ADMINISTRATOR  
ADMINISTRADOT  
MANA SILVA TALIERON  
DEPUTY ADMINISTRATOR  
SIGUNDO NA ADMINSTRADOT

### MEMORANDUM

Date: April 22, 2016  
To: Director, Chamorro Land Trust Commission  
From: Administrator  
Subject: Renewal of Memorandum of Understanding between GEDA and CLTC for General Consultancy and Property Management Services

*MB 4/26*

RECEIVED

APR 25 2016

Department of Land Management  
Time 10:10 Int 110

*Hafa Adai!*

Pursuant to the Memorandum of Understanding (MOU) between the Guam Economic Development Authority (GEDA) and the Chamorro Land Trust Commission (CLTC) approved by the Governor on April 24, 2013, GEDA is to provide general consultancy and property management services to assist the CLTC in managing properties for the development and/or leasing of Chamorro Homelands designated for commercial uses. In addition, and as provided for in the agreement, GEDA has assisted the Commission in the development of its draft rules and regulations for such commercial leasing of properties which was eventually passed into Public Law 33-95 in November 2015. In following with the spirit and intent of the MOU, GEDA does hereby give formal notice of its desire to renew this agreement with the Commission as provided for in Section 7 which stipulates:

*"Initial Term and Automatic Renewal. This Memorandum of Understanding shall remain in effect for an initial term of three (3) years from the effective date and shall be renewed at the expiration of the initial term for two (2) additional terms of three (3) years each, subject to mutual agreement and the availability of funds."*

Should the Commission concur with the renewal of this agreement, please indicate by signing below after which the term of the MOU will commence on April 25, 2016 and end on April 24, 2022. We understand that this request for renewal may require approval by your Board of Commissioners and so we are available to present the request at its next schedule public meeting if needed. A copy of the MOU is attached for your reference as well.

Should you or your staff have any questions, please contact Mr. Larry Toves at our office by email at [ltoves@investguam.com](mailto:ltoves@investguam.com), or at the numbers listed below. *Si Yu'os Ma'ase.*

JAY ROJAS  
*Jay Rojas*  
Attachment

Concurred by: \_\_\_\_\_ Date: \_\_\_\_\_



11-1192 *[Signature]*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CHAMORRO LAND TRUST COMMISSION  
AND THE  
GUAM ECONOMIC DEVELOPMENT AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between CHAMORRO LAND TRUST COMMISSION ("COMMISSION") and the GUAM ECONOMIC DEVELOPMENT AUTHORITY ("GEDA"), a Guam public corporation.

**RECITALS**

WHEREAS, Guam law provides at 21 G.C.A. § 75101 that upon and after the 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;

WHEREAS, Guam law provides at 21 G.C.A. § 75107 that the Commission is authorized to lease to native Chamorros the right to the use and occupancy of a tract or tracts of Chamorro homelands.

WHEREAS, the Office of the Public Auditor in its Report 09-03 dated April 2009 recommended that CLTC develop a land use plan and written collection policies and procedures for commercial licenses;

WHEREAS, Legislative Oversight hearings held in April 2009 by *I Mina' Trenta Na Lehislaturan Guahan* generally supported the recommendations of the Office of the Public Auditor;

WHEREAS, GEDA is authorized pursuant to 12 G.C.A. § 50103(d) to promote investments of entrepreneurial capital in Guam, if need be form and operate its own industries, invest in and provide technical assistance in support of its objectives, develop and maintain facilities for lease or sale and provide for the expansion of agricultural, industrial, hospital, housing and tourist facilities through financial assistance and other means.

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WHEREAS, the Commission has identified the need to retain the services of GEDA to assist it with the development, management, and maintenance of Chamorro homelands so that said Lands will be developed pursuant to the requirements of law.

WHEREAS, because of GEDA's unique mandate to promote investments and the development of various industries in Guam and to invest in and provide technical assistance in support of its objectives, the Commission desires to enter into a service agreement whereby GEDA will provide the Commission with general consultancy and property management services relating to the requirements of the Chamorro Land Trust Act as amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

#### AGREEMENT

1. General Consultancy and Property Management Services to be provided by GEDA. Within the scope of services to be provided by GEDA, GEDA agrees to:

~~a.~~ Manage commercial leases/licenses and prepare billing, accounting and receipts of money from commercial leases/licenses; negotiate payment plans for those in arrears if necessary; and remit commercial lease/license rents to the Commission as provided for in this MOU.

~~b.~~ Develop Draft Rules and Regulations for commercial lease/licenses (including legal review) to allow the Commission to submit rules under the Administrative Adjudication Act process for Legislature approval.

~~c.~~ Analyze the amount of money needed by the Commission to carry out its mandates as one method of determining the targeted amount to be generated from commercial lease/licenses;

d. Prepare Requests for Proposals ("RFP") for the development and/or leasing of Chamorro Homelands designated for commercial leasing/licensing;

e. Advertise RFPs and receive all proposals;

f. In collaboration with the Commission, evaluate all proposals received and rank prospective developers and/or lessees;

g. Negotiate lease/license agreements to be entered into with the highest ranking developer(s) in collaboration with the Commission;

- h. Recommend the execution of any commercial lease/license agreement by the Commission;
- i. Do all other things necessary to carry out the above objectives;
- 2. In connection with the services provided to the Commission, GEDA may retain experts, advisors, consultants, and legal counsel as necessary.
- 3. Provide periodic updates to the Commission on the status of the inventory, development and leasing of Chamorro Homelands;
- 4. Cooperation by Commission. The Commission shall do the following to assist GEDA in performing the services set forth in Section 1:
  - a. Provide GEDA with an inventory by lot number or location of Chamorro homelands covered under the scope of this Memorandum of Understanding;
  - b. Provide Legislative notification of GEDA involvement
  - c. Provide survey maps, sketches, etc. of property in the Commission's inventory and if not available, vicinity maps of properties
  - d. Provide lease/license files for each commercial lessee/licensee
  - e. Authorize GEDA to speak with staff and lessees when necessary to ensure completeness and accuracy of inventory and lease/licenses
  - f. Authorize GEDA to bring Commission files to the GEDA office with GEDA commitment to ensure complete file return upon completion of the tasks identified in this MOU.
  - g. Participate in the evaluation and selection of prospective developers and/or lessees;
  - h. Review periodic reports submitted by GEDA;
  - i. In collaboration with GEDA, seek all necessary approvals for the commercial lease/license of the Chamorro homelands;
  - j. Evaluate and act upon commercial lease/license agreements recommended for execution by GEDA;
  - k. Execute all other documents necessary for GEDA to carry out the services listed in this MOU.

1. Perform all inspections of current and future commercial leases/licenses, issue and enforce eviction notices and pursue any legal action against tenants including but not limited to evictions, based upon the advice and recommendation of GEDA.

5. Payment for Services.

a. GEDA shall collect all rents from commercial leases/licenses and shall remit to the Commission all rents received from current and future commercial lessees/licensees of Chamorro Homelands but shall retain Fourteen percent (14%) of any revenues paid by any commercial lessee/licensee of the Commission, as payment for GEDA services.

6. Method and Time of Remittance of Payments and Rents. Any revenues collected by GEDA from commercial lessees/licensees minus GEDA payment for services shall be remitted to the Commission no later than twenty (20) calendar days after receipt from commercial lessees/licensees.

7. Initial Term and Automatic Renewal. This Memorandum of Understanding shall remain in effect for an initial term of three (3) years from the effective date and shall be renewed at the expiration of the initial term for two (2) additional terms of three (3) years each, subject to mutual agreement and the availability of funds.

8. At any time during the initial term or extended term, either party can elect to terminate this Memorandum of Understanding if either party provides the other with a written notice of termination no later than ninety (90) days prior to the termination date. Upon termination of this MOU, all files shall be returned to the Commission and all transactions including any outstanding payments shall be concluded.

9. Effective Date. The effective date of this Memorandum of Understanding shall be the date of execution by the Governor of Guam.

11-1192 f

**Guam Economic Development Authority**

**Chamorro Land Trust Commission**

By: [Signature]  
**KARL A. PANGELINAN**  
Administrator

By: [Signature]  
**MONTE MAFNAS**  
Administrative Director

Date: 12/15/11

Date: 11/17/11

Concurred by:

**Guam Economic Development Authority  
Board of Directors**

**Chamorro Land Trust Commission  
Board of Commissioners**

By: [Signature]  
**RICARDO C. DUENAS**  
Chairman

By: [Signature]  
**OSCARA. CALVO**  
Acting Chairman

Approved as to Legality and Form

Office of the Attorney General

By: [Signature]  
**LEONARD RARADAS**  
Attorney General of Guam

Date: 4/17/2013

CLTC 11-1192

Approved by

**Governor of Guam**

By: [Signature]  
**EDDIE BAZA CALVO**

Date: APR 24 2013

**RECEIVED**  
DEC 21 2011  
Office of the Attorney General of Guam  
Civil Solicitor Division

CHAMORRO LAND TRUST COMMISSION  
Board of Commissioners Meeting  
~~September 15, 2016~~  
October 20, 2016

PBS GUAM – NOTIFICATION OF SPACE PROVISION AND ACCOMODATION TO GUAM EDUCATION RADIO FOUNDATION, ON CLTC LICENSED LOT 10-R3, BLOCK D, TRACT 9, MUNICIPALITY OF BARRIGADA

**1. FACTS:**

- a. Location: Lot 10-R3, Block D, Tract 9, Municipality of Barrigada
- b. Lot Size/Lease Type: 5,307± s.m., Commercial License Agreement
- c. Lease Instrument Number: Unrecorded

**2. CHRONOLOGICAL FACTS:**

- a. SEE FACT SHEET, ATTACHED FOR EASY REFERENCE.
- b. May 7, 2016, a Resolution was adopted wherein Guam Educational Telecommunication Corporation, authorized the General Manager of PBS Guam to consummate an agreement with Guam Educational Radio Foundation.

**3. STAFF ANALYSIS:**

In the License Agreement, CLTC acknowledged KGTF-TV12's institutional and facility plans to add complementary broadcast partners on the site, as shown below:

*"Notwithstanding Article IX of the Agreement, Licensee, may, at Licensee's discretion, and without Licensor's prior written consent, provide space and/or accomodations to others than the Licensee, for additional antennae and related equipment upon and/or within their facilities and tower; provided further, Licensee shall:*

- i. *Provide written notification to Licensor"*

**4. RECOMMENDATION:**

The notification received on August 18, 2016, serves as a written notification by KGTF-TV12 to provide space to KPRG-FM within their broadcast facility and on their tower.



Guam Educational Telecommunication Corporation

August 18, 2016

RECEIVED  
AUG 19 2016  
Department of Land Management  
Time [signature]

**MEMORANDUM**

**TO: EXECUTIVE DIRECTOR, CHAMORRO LAND TRUST COMMISSION**  
**FROM: GENERAL MANAGER, PBS GUAM**  
**SUBJECT: NOTIFICATION OF SPACE PROVISION AND ACCOMODATION TO GUAM EDUCATIONAL RADIO FOUNDATION, ON CLTC LICENSED LOT 10-R3 BLOCK D, TRACT 9 MUNICIPALITY OF BARRIGADA**

Buenas yan Hafa Adai! Effective January 1, 2007, the Chamorro Land Trust Commission granted a license to KGTF-TV12 to use Lot 10-R3 Block D, Tract 9 Municipality of Barrigada. The term is for twenty-one (21) years, pursuant to 21 GCA §75107(c). A copy is enclosed for your ready reference. We thank you for your continuing encouragement and support for our non-commercial, educational television broadcast service.

In the license, under Article III, "Compensation", the CLTC acknowledged KGTF-TV12's institutional and facility plans to add complementary broadcast partners on the site:

"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 than the Licensee, for additional antennae and related equipment upon and/or within their facilities and tower; provided further, Licensee shall: i. Provide written notification to Licensor."

Licensee, KGTF-TV12, hereby provides written notification to Licensor that Licensee has provided space within our broadcast facility and on our tower to Guam Educational Radio Foundation, which operates KPRG-FM, Public Radio Guam, on 89.3 MHz. A copy of the proposed formal agreement is also enclosed for your ready reference.

KPRG-FM is a noncommercial, educational radio broadcast station established as a nonprofit organization with participation by the University of Guam, rather than as a government agency, but is otherwise practically identical to KGTF-TV12 in mission, applicable laws and regulations, and funding sources. KPRG-FM has been a tenant on commercial towers on Barrigada Heights since January, 1994. KGTF-TV12's facility was designed and constructed in 2008 with sufficient floor and tower space for their eventual relocation to our facility, in the public interest.

In crafting the extent of tenant terms of use, including pricing, Licensee has taken careful notice of the letter and intent of both the original License and policy established by Public Law 33-95. KGTF-TV12 provides space for tenants in and on its improvements for operational use only, not the use of land. All restrictions and requirements applicable to Licensee are applicable to tenants. Basic tenant rent that Licensee calculates cannot, in the aggregate among all tenants, exceed the amount assessed by the CLTC: we generate no profit from tenancy. Variable costs, such as electrical consumption and facility maintenance, are allocated proportionally among all users, including KGTF-TV12. We believe this conforms with the spirit of maximizing the site's value to all government-supported users of the site, and results in real savings from rents charged by adjacent for-profit landlords.

Please examine the enclosed documents, and, if you or the Commission has any questions or concerns, I am available to discuss them at your convenience. We thank you once again for your support for our noncommercial, educational broadcasting service in the public interest!

Senseramente,

**DARRYL A. BORJA TAGGERTY**  
General Manager

Enclosures



Guam Educational Telecommunication Corporation

## **Facility and Tower Space Use Agreement**

This Facility and Tower Space Use Agreement is entered into by and between **Guam Educational Telecommunication Corporation**, which operates PBS Guam, at 194 Sesame Street at Washington Drive, Mangilao, Guam 96913 (hereinafter referred to as "Landlord"), and **Guam Educational Radio Foundation, Inc.**, which operates KPRG-FM, also known as Public Radio Guam, at 13 Deans Circle, University of Guam, Mangilao, Guam 96923 (hereinafter referred to as "Tenant").

### **Recitals**

**WHEREAS**, Tenant is desirous in occupying a certain space within the PBS Guam facility at Barrigada Heights, for the purposes of installing, operating and activating certain equipment in connection with and in furtherance of its noncommercial FM radio service for and within Guam; and

**WHEREAS**, in this connection, Tenant is also desirous in installing a broadcast antenna array and a studio-transmitter link antenna on the PBS Guam tower, along with equipment in the PBS Guam transmitter room, with the knowledge that any interference with PBS Guam's television signal will be grounds for severance of this Agreement; and

**WHEREAS**, Tenant prefers locating on the PBS Guam tower site and facility not only for their excellent location and elevation, but also to avail itself of institutional benefits arising from collaboration and collocation with non-commercial, educational broadcast media similarly funded and supported; and

**WHEREAS**, Landlord is agreeable to making its tower and transmission facility available not only to one Tenant but others, at its option, so long as Landlord shall not allow the installation of equipment that interferes with Tenant's operation; and

**WHEREAS**, Landlord is authorized by the terms of its License Agreement with landowner Chamorro Land Trust Commission, to provide space and/or accommodations to others for additional antennae and related equipment upon and/or within Landlord's facilities and tower; and

**WHEREAS**, Landlord authorized the General Manager of PBS Guam to consummate an agreement with Guam Educational Radio Foundation in a Resolution duly adopted on May 7, 2016; now, therefore:

## **Terms of Use**

That for and in consideration of the covenants and conditions contained herein, Landlord and Tenant agree as follows:

### **Section 1. Premises.**

Landlord hereby rents to Tenant and Tenant hereby hires from Landlord space located on the PBS Guam tower for a multi-bay broadcast antenna and a studio-transmitter link receive ' antenna (as designated by PBS Guam), and space for equipment within the PBS Guam transmission facility (as designated by PBS Guam), located at Lot 10-R3 Block D, Tract 9, Municipality of Barrigada, Guam, for Tenant to have and to hold, subject to the agreements, terms and conditions contained herein.

### **Section 2. Rent.**

- (a) Tenant shall pay to Landlord a flat monthly rent of Eight Hundred Fifty and no/100 Dollars (\$850.00).
- (b) Payment shall be made on the first day of each and every month to the PBS Guam office located at 194 Sesame Street at Washington Drive, Mangilao, Guam 96913, or mailed to PBS Guam at P.O. Box 21449, Barrigada, Guam 96921, or at such other place as landlord may from time to time designate by notice given to Tenant in the manner provided in this agreement.
- (c) Rent collected by Landlord from all tenants is specifically limited to not exceed in the aggregate one fourth (1/4) of one per cent (1%) of the fair market value of the licensed underlying real property, as determined by the Chamorro Land Trust Commission. Rent charged to Tenant by Landlord shall be reduced if another paying tenant shares the tower and facility space, and shall be increased if the landowner Chamorro Land Trust Commission increases the rental fee charged to Landlord for licensed use of the underlying real property.
- (d) Charges for Tenant's fair share of non-rent operational costs are detailed in Section 9, below.

### **Section 3. Term and Commencement Date.**

The term of this agreement shall be for a period of ten (10) years, and shall commence on October 1, 2015, and shall expire on September 30, 2025.

### **Section 4. Extension or Renewal.**



Guam Educational Telecommunication Corporation

This agreement may be extended or renewed by mutual agreement of both parties. For Tenant to request for an extension or renewal, it must give written advance notice to Landlord not less than three (3) months prior to the expiration of the term of this agreement. The terms of the extension or renewal shall be by negotiation.

Tenant is hereby informed that the current License granted to Landlord by landowner Chamorro Land Trust Commission is effective January 1, 2007, for a term of twenty-one (21) years. This license term is limited by 21 GCA Section 75107(c). Landlord plans to negotiate a new License prior to expiration on December 31, 2027.

**Section 5. Use of, Access to and Duty Around the Premises.**

**(a) Use of Premises:**

- (1) Tenant shall use and occupy the premises for the limited purpose of transmitting KPRG-FM, including activity necessary and incidental thereto.
- (2) Tenant may install at Landlord-designated locations in the transmission facility no more than one (1) primary and one (1) alternate standby transmitter, a receiver for its studio-transmitter link, and IP-based remote access telemetry and communication equipment; and Tenant may install at Landlord-designated areas on the PBS Guam tower structure one (1) broadcast antenna array and one (1) studio-transmitter link antenna, each with connecting coaxial cables and other connections, under specifications required or approved by Landlord, which will not interfere with PBS Guam's broadcasting.
- (3) Landlord agrees not to allow the installation of other antennas, feedlines, transmitters or other equipment which interfere with Tenant's operation. It shall be Landlord's responsibility to provide Tenant with engineering or other plans and specifications of proposed or installed antennas, and Tenant's responsibility to submit evidence to the effect that such proposed or installed antenna or other equipment may interfere or interferes with Tenant's operation.
- (4) It shall be the Tenant's duty and responsibility to comply with all laws, rules and regulations covering the broadcast use and occupancy within the premises, including those applicable to Tenant through its use of Chamorro Land Trust Commission property licensed to Landlord. Tenant shall comply with all laws, rules and regulations in obtaining permits required for the installation of its equipment, as well as its business operations.

**(b) Access to Use Space:**

- (1) At any time prior to gaining access to its use space, Tenant (or its designated engineering staff, qualified consultant or other contractor) shall first request the assistance of the PBS Guam General Manager or Chief Engineer, at which time the PBS Guam General Manager, Chief Engineer or staff designee will accompany Tenant (or designee) to its use space. Tenant access will be afforded on a 24/7 basis, and not be unreasonably withheld by Landlord.
- (2) The PBS Guam General Manager or Chief Engineer may, at their discretion, allow or refuse to allow unaccompanied access by Tenant to the use site.

**(c) Duty Around the Premises:** To gain access to its use space, Tenant shall have to walk through Chamorro Land Trust Commission property, and past areas and equipment operated by others. Tenant shall assume sole and exclusive responsibility upon its employees, agents and invitees in guarding against the interference with the privacy and safety of the Landlord's tenants, employees, guests and/or invitees.

- (1) Tenant shall conduct operations on the premises in such manner as to minimize, to the extent it is reasonably practicable, considering the extent of Tenant's operations, the emanation of noise, odors, litter or nuisance within or from the premises, so as not to interfere with Landlord, other tenants, or neighbors.
- (2) Tenant shall assume the sole and exclusive responsibility for the guarding and safekeeping of, and risk of loss to, all property and equipment stored or located upon or used in connection with the premises, and shall save and hold harmless the Landlord and landowner Chamorro Land Trust Commission, and their officers, employees and agents from any and all claims, demands and liabilities arising therefrom.

**Section 6. Right to Terminate.**

**(a) Tenant's Right to Terminate:**

- (1) If at any time during the term of this agreement, Tenant is prohibited from utilizing the tower and facility for its intended purpose or from conducting its business due to existing or newly enacted laws, rules or regulations, or in the light of any ruling or directive of any governmental authority, including the landowner Chamorro Land Trust Commission, Tenant may cancel this agreement by giving the landlord thirty (30) days written notice.
- (2) Tenant may terminate this agreement upon giving thirty (30) days notice to the Landlord in the event that another structure is constructed which is of such height so as to materially interfere with Tenant's activities pursuant to the information located in Section 5(a)(1) above.



Guam Educational Telecommunication Corporation

**(b) Landlord's Right to Terminate:**

- (1) Landlord may terminate this agreement if the Tenant's broadcast operations or equipment interfere with the transmission of PBS Guam's television broadcast signal.
- (2) If at any time during the term of this agreement, PBS Guam is in critical need of the space Tenant is occupying in relation to its television broadcasting activities, Landlord may cancel this agreement by giving the Tenant thirty (30) days notice.
- (3) Landlord may terminate this agreement upon giving thirty (30) days notice to Tenant in the event that Tenant, through its employees, agents or invitees, has become a serious threat to Landlord's employees, operations, or the employees or operations of other tenants. What is a serious threat shall be determined solely by the Landlord.
- (4) If any one or more of the following events shall occur, the landlord may terminate this agreement:
  - (I) The inability of the Tenant to use the tower and facility as set forth in Section 5(a) of this agreement, continuing for a period longer than ninety (90) days, due to any order, rule or regulation or any appropriate jurisdiction over the operations of the Tenant; or
  - (II) The inability of the Tenant to use the tower and facility continuing for a period longer than ninety (90) days by reason of acts by a public enemy during the existence of a state of war declared or undeclared.

**Section 7. Right of Entry and Inspection of Space Used by Tenant.**

- (a) **Right of Entry:** Landlord, its employees, agents and contractors, may, at any time and without prior notice, access the space used by Tenant for the purpose of examining and making repairs or restorations therein as may be necessary for the safety and preservation of the premises, including tower and building, including its equipment and utilities.

Any repairs, restoration or alterations by Landlord in the premises except in case of emergency shall be done at times and by such methods as will not interfere with or impair Tenant's use of the tower and facility, and any damage to the tower or facility caused by such work shall be promptly repaired by Landlord.

- (b) Inspection of Space Used by Tenant.** Landlord, its employees, agents and contractors, may, upon reasonable prior notice, inspect the space used by Tenant for determining whether Tenant is complying with the terms and conditions hereof or for any other purpose incidental to the rights of the Landlord.

**Section 8. Tenant's Installation – Alterations.**

- (a)** With Landlord's prior written consent or approval, which consent or approval shall not be unreasonably withheld, Tenant may, at Tenant's own expense, from time to time during the term of this agreement, make such alterations, installations and substitutions in and to the tower and facility space used by Tenant as Tenant may reasonably deem necessary or desirable.
- (1)** As to any work by Tenant, Tenant agrees that before commencing any such work, Tenant will deliver to Landlord for Landlord's approval which shall not be unreasonably withheld or delayed, a copy of the plans covering said work.
  - (2)** Tenant agrees to do any work done by it pursuant to this Section in such manner to not materially interfere with or impair the use of other portions of the tower, facility or property by Landlord or other tenants.
  - (3)** Any mechanic's lien filed against the premises, including tower, building and property, for work done or claimed to be done for, or materials furnished or claimed to be furnished to Tenant, shall be discharged by Tenant at its expense within thirty (30) days after notice to Tenant thereof by payment, release, filing of the bond required by law, or otherwise.
  - (4)** All alterations and installations made by Tenant upon the tower or in the facility, which are of a permanent nature and cannot be removed without material structural damage to the tower or building, shall become the property of the Landlord and shall remain and be surrendered with the tower and facility space as a part thereof at the end of the term of this agreement.
  - (5)** All alterations and installations made by Tenant upon the tower or in the facility, which are of a permanent nature but can be removed without material structural damage to the tower or building, may be removed by Tenant upon or prior to the expiration of this agreement, subject to the condition that the Tenant repair any and all damages that occur due to such removal. Any



Guam Educational Telecommunication Corporation  
alterations and installations not so removed shall become the property of the  
Landlord.

- (6) Where furnished by or at the expense of Tenant, all movable properties, including batteries, inverters, RF racks, transmission equipment, and all alterations, installations and additions, shall remain property of Tenant who shall (unless the parties agree otherwise), remove them upon or prior to the expiration of the term of this agreement. Any property of the Tenant not so removed shall become the property of the Landlord.

### **Section 9. Cost of Utilities, Common Services Generator Service and Others.**

#### **(a) Electricity:**

- (1) The payment for power consumption is not included in the flat monthly rate set forth in Section 2(a).
- (2) The overall facility cost of electricity shall be allocated between Landlord and Tenant, and among all users as additional tenants may be added, in proportion to power consumption of production and transmission equipment operated by Landlord and tenants as measured by metering instruments and/or determined through an energy audit. Such measurement and apportionment shall be conducted by Landlord with the assistance and participation of Tenant's engineer, towards a mutual agreement. The apportionment shall be adjusted as new transmission and other major equipment is installed, and when significant changes in consumption occur, such as during documented periods of reduced broadcast power or alternate transmitter operation.
- (3) The proportion between and among users (including Landlord and Tenant, and other tenants) will be applied to the periodic Guam Power Authority billing for the transmitter site, which will necessarily include sources of common power usage, such as air conditioning and tower and facility lighting.
- (4) Landlord shall invoice Tenant(s) the apportionment of the site power billing. The invoice shall include a copy of the original bill, the applicable apportionment formula, and calculation for all users.
- (5) Air conditioning units, their operation and maintenance are and remain the responsibility of the Landlord.

- (6) In the event that Guam Power Authority's electrical power service is disrupted, Landlord will furnish or make available a standby power generator for Tenant's essential use and for tower lighting and general lighting requirements, until Guam Power Authority's service is restored.

The operation of the standby generator is the responsibility of the Landlord, including suspending service in event of extended duration of typhoon force winds or other conditions that pose a threat to equipment or employee safety.

- (7) Although the facility has power surge protection equipment and other protective measures installed, Landlord shall be released from liability towards any damage to Tenant's equipment caused by power fluctuations or interruptions, or water damage caused by acts of nature, or as a result of war or terrorism.

**(b) Common Use Charges.**

Tenant shall be levied a proportional share of common tower and facility maintenance costs, including grounds keeping, tower lighting and painting, and so on, according to the same apportionment formula agreed upon for allocation of electricity service. Invoices for common charges will be specifically itemized and fully documented by Landlord. Landlord pledges to minimize common costs to greatest extent practicable, including the opportunity for Tenant to solicit for professional services on a discounted or in-kind basis.

**(c) Cost of Generator Operation.**

Because generator capacity is not currently sufficient to maintain television broadcast operations, but is desirable to maintain tenant broadcasting, remote telemetry and microwave links, tower lighting and other critical operations, generator operation and maintenance costs will be determined separately, according to a proportion of usage in the same manner as allocating the cost of electrical utility service.

If the generator is replaced with one of a larger capacity, the share of operational costs will be determined in a similar manner, according to the priority load uses.

**(d) Cost of Capital Improvements.**

The cost of capital improvements to the premises and cost of capital equipment replacement, other than maintenance of same, shall remain the responsibility of and borne solely by Landlord. Tenant shall not be assessed for cost of improvements, unless the improvements are requested by and are for the primary benefit of the Tenant.



Guam Educational Telecommunication Corporation

**Section 10. Premises to be Kept Clean.**

Tenant, at all times, shall maintain, operate and keep the premises in a neat, clean, sanitary and orderly condition, and shall prevent the accumulation of and shall maintain the premises free of any refuse or waste materials which present an unattractive appearance or might constitute a safety, fire or health hazard.

**Section 11. Licenses.**

Tenant shall pay all taxes of whatever character that may be levied or charged upon its improvements or operations hereunder and upon its right to use the tower and facility. Tenant shall pay for all licenses or permits necessary or required by law for the construction of any of Tenant's improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its business within the premises. Landlord shall not be required to pay any taxes by reason of Tenant's use of the tower and facility. Tenant shall indemnify fully and save harmless the Landlord and landowner Chamorro Land Trust Commission from any taxes imposed or levied against the Landlord by reason of the Tenant's use of the tower and facility.

**Section 12. Hold Harmless Agreement and Liability Insurance.**

It is an express condition of this agreement that the Landlord, its officers, agents and employees shall be free from any and all liabilities and claims for damages and/or lawsuit for or by reason of any death or deaths of or any injury or injuries to any person or property of the Tenant, its agents, employees, permittee, licensees, or other third persons, from any cause or causes whatsoever while in or upon the premises during the term of this agreement or occasioned by reason of this occupancy; and Tenant hereby covenants and agrees to indemnify and save harmless the Landlord, its officers, agents and employees from all liabilities, charges, expenses (including counsel fees) and cost on account of or by reason of this death or deaths, injury or injuries, liabilities, claims, lawsuits, or losses however occurring or damages growing out of same.

Tenant, Landlord and the landowner Chamorro Land Trust Commission recognize there may be known or unknown pre-existing conditions on the premises, and agree to hold one another harmless from any liability arising from such conditions.

Tenant shall include Landlord and landowner Chamorro Land Trust Commission as an "additional insured" in their insurance coverage under an insurance company licensed to do business on Guam.

Tenant shall furnish liability insurance under its blanket policy for each injury to either employees or invitees on the premises, for each accident or occurrence, and for property damage.

Tenant will procure, at its own cost and expense, and keep in force during the term of this agreement for the common benefit of Landlord, the landowner Chamorro Land Trust Commission and Tenant, 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 claims of third persons for property damage. Said policy or policies or copies thereof must be deposited with the Landlord and Chamorro Land Trust Commission, and must cover the premises, including entrances to the premises and sidewalk parking areas adjacent to the premises. The landowner 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 Land Trust Commission thirty (30) days prior written notice of such change or cancellation.

### **Section 13. Liens.**

Tenant agrees to pay, when due, all sums of money that may become due for labor, service, materials, supplies, utilities, furnishings, machinery, or equipment to be furnished to or for the Tenant in or about the premises which may be secured by any mechanic's material men, or other lien against the Tenant's interest therein, and will cause each such lien to be fully discharged and released at the time the performance or any obligation secured by any such lien filed or established during the period of such contest.

### **Section 14. Subleases and Assignments.**

Landlord has expressly acknowledged to and agreed with landowner Chamorro Land Trust Commission that Landlord does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the real property described in Section 1, by virtue of the rights granted under the License agreement or Landlord's occupancy or use granted therein.

Landlord acknowledges and agrees that the rights of Landlord under the Chamorro Land Trust Commission License are personal to Landlord and may not be transferred or assigned by Landlord to any other person, firm, corporation or other entity.

Accordingly, Tenant shall not, either directly or indirectly, assign, hypothecate, encumber or transfer this use agreement or any interest therein, or sublet the whole or any part of the premises, or tower or facility improvements, or license the use of same in whole or in part.

This agreement or any interest therein shall not therein shall not be assignable or transferable in proceedings in attachment, garnishment, or execution against Tenant, or in voluntary or



Guam Educational Telecommunication Corporation  
involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the Tenant or any process of law, and possession of the whole or any part of the premises shall not be divested from the Tenant in such proceedings or by any process of law, without express prior written consent of the Landlord.

**Section 15. Default.**

This agreement is made upon the condition that if the rentals or other sums which the Tenant herein agrees to pay, or any part thereof, shall be unpaid upon the date on which the same shall become due, or should the Tenant abandon and cease to use the premises for a period of thirty (30) consecutive days at any one time, except when prevented by fire, earthquake, typhoon, war, strike or any other calamity beyond its control, or in the event that Section 6 above is activated, then at the sole option of the Landlord, this agreement shall become forfeited, and the Landlord may exercise all rights of entry and re-entry upon the premises. Tenant shall not be considered in default as to any provision of this agreement where such default is the result of or pursuant to any process, order, or decree of any court or regulatory body. No default shall be declared by the Landlord as to any breach which may be obviated or cured by the Tenant until the expiration of thirty (30) days after written notice to the Landlord to the Tenant of such default, and if, during such thirty (30) day period, such default shall have been cured or obviated, provided, that only ten (10) days written notice shall have been required in the case of a default in the payment of rental or other sums herein provided to be paid by the Tenant.

**Section 16. Subordination – Non-Disturbance.**

This agreement is subject and subordinate to any and all existing agreements, including the ground license to Landlord from Chamorro Land Trust Commission, of any and all existing mortgages or liens on the fee and or any overriding agreement now or hereafter affecting the land and/or building, and to any and all renewals, modifications, consolidations, replacements, and extensions of such ground, overriding or underlying leases and/or mortgages. The term "mortgages" shall include trust indentures and bond resolutions.

**Section 17. Surrender of Premises.**

The Tenant covenants and agrees that at the expiration of this agreement, or upon its earlier termination, it will quit and surrender the premises with all the improvements thereon in good state and condition as the same were when possession thereof was given to Tenant, reasonable wear and tear expected, and the Tenant agrees, unless otherwise permitted in writing by Landlord, to remove all personal property belonging to Tenant. Upon such termination, the Landlord shall have the right to enter upon and take possession of all of said premises.

### **Section 18. Waivers.**

No waiver by the Landlord at any time of any of the terms, conditions, covenants, or agreements of this contract shall be deemed or taken as a waiver at any time thereafter of the same or of any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by the Tenant. No delay, failure, or omission of the Landlord to reenter the premises or to exercise any right, power, privilege, or option arising from any default, nor subsequent acceptance of rental then or thereafter accrued, shall impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein, and no notice by the Landlord shall be required to restore or revive time as of the essence hereof after waiver by the Landlord of default in one or more instances. No option, right, power, remedy, or privilege of the Landlord shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Landlord by this agreement are cumulative, and no one of them shall be exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by the Landlord shall not impair its right to any other right, power, option, or remedy.

### **Section 19. Holding Over.**

In the event that Tenant remains in possession of the premises after the expiration of this agreement without written approval thereof, such holding over shall not be deemed as a renewal of this agreement, but shall create only a tenancy from month-to-month which may be terminated at any time by the Landlord. The conditions and obligations set forth in this agreement shall continue, with the exception of the first clause of Section 3. The rental for the premises during any such holdover period shall be set at the level set forth in Section 2 of rental then in effect on the date prior to the termination date. The apportionment of costs during the month-to-month tenancy shall be the same as agreed in Section 9.

### **Section 20. Waiver of Claims.**

The Tenant hereby waives any claims against the Landlord, its officers, agents or employees, for damage or loss caused by any suit or proceedings directly or indirectly attacking the validity of this agreement, or any part thereof, or by any judgment or award in any suit or proceeding declaring this agreement null and void, or delaying the same or any part thereof, from being carried out.

### **Section 21. Consent Not to be Unreasonably Withheld.**

Whenever consent is required by either the Landlord or Tenant, such consent is not to be unreasonably withheld or to be delayed for any unreasonable period of time.

### **Section 22. Entire Agreement.**



Guam Educational Telecommunication Corporation

This instrument contains the entire agreement between the parties relating to the option herein granted. Any oral representation or modifications concerning this instrument shall be of no force or effect except in subsequent modification in writing signed by the parties to be charged.

**Section 23. Lease Made in Accordance with Local and Applicable Federal Laws.**

This agreement has been made in and shall be construed in accordance with the laws of Guam and the laws of the United States applicable to Guam.

**Section 24. Headings.**

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

**Section 25. Attorney Fees.**

If any suit or action is instituted in connection with any controversy arising under this agreement, the prevailing party shall be entitled to recover and the losing party agrees to pay, in addition to cost, such sum as the trial court may adjudge reasonable as attorney's fees and upon appeal therefrom such sum as the appellate court may adjudge reasonable as attorney's fees. This provision shall survive termination by either party with respect to causes of suit or action that survive termination.

**Section 26. Successors.**

This agreement shall bind and inure to the benefit of any successors of the Landlord and any successors of the Tenant.

**Section 27. Severability.**

Should any section or clause in this agreement be deemed unlawful or in violation of any rule or regulation of any agency within the government of Guam or government of the United States, then that clause or paragraph shall be stricken out and the agreement shall continue as if no clause, section or paragraph was ever made a part of this agreement.

**Section 28. Notices.**

Phone: (671)734-KGTF (5483) \* Fax: (671)734-3476 \* P.O. Box 21449 GMF, Guam 96921

Email: [kgtf12@teleguam.net](mailto:kgtf12@teleguam.net) Website: <http://www.pbsguam.org>

Notices to either party provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to

**Landlord:**      **Guam Educational Telecommunications Corporation**  
                         **P.O. Box 21449**  
                         **GMF, Guam 96921**

**Tenant:**        **Guam Educational Radio Foundation, Inc.**  
                         **13 Deans Circle, University of Guam**  
                         **Mangilao, Guam 96923**

or other such addresses as the parties may designate to each other in writing from time to time.

**IN WITNESS WHEREOF**, the parties have executed the agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
**DARRYL A. TAGGERTY**  
General Manager, PBS Guam

\_\_\_\_\_  
**CHRISTOPHER HARTIG**  
General Manager, KPRG-FM

\_\_\_\_\_  
**KATHLEEN AGUON, Chair**  
Guam Educational Telecommunications  
Corporation Board of Trustees

\_\_\_\_\_  
**Chair, Guam Educational Radio Foundation**  
Board of Trustees

**APPROVED AS TO FORM:**

\_\_\_\_\_

\_\_\_\_\_



*Copy of signed  
lease*

## **Chamorro Land Trust Commission License Agreement**

**THIS AGREEMENT is made effective as of January 1, 2007 by and between the Chamorro Land Trust Commission whose mailing address is P.O. Box 2950, Hagatna, Guam 96910 ("Licensor") and KGTF-TV12, whose mailing address is P. O. Box 21449, G.M.F., Guam, 96921 ("Licensee"):**

### **RECITALS**

WHEREAS, Licensor has jurisdiction **Lot 10-R3 Block D, Tract 9 Municipality of 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, **KGTF-TV12**, a publicly owned and operated **Non Profit Public Education Telecommunications Corporation**, has continued to demonstrate its interest to the Government of Guam for the last five (5) years in commercially leasing **Lot 10-R3 Block D, Tract 9 Municipality of Barrigada, Guam**, hereinafter referred to as the "PROPERTY" for purposes of constructing and operating an Antennae Site with Trans-miter Building Facilities, And;

WHEREAS, **KGTF-TV 12**, is a recipient of a Digital Distribution Fund Grant that will provide the financing of the planning development and construction of the aforementioned facilities, and;

*Yutis JOR*

WHEREAS, such facilities will enhance Guam Residents the receivership of public education programs by **KGTF-TV 12**, and;

WHEREAS, The **Chamorro Land Trust Commission** has recognized the impact and overwhelming benefits that public education broadcasting activities has had on our island community, And;

WHEREAS, **KGTF-TV12** is recognized locally as Guam's pioneer in providing public education programs through Tele-communication broadcasting services and related activities, and;

WHEREAS, **KGTF-TV-12** has demonstrated its continued commitment of providing these services and related activities for Guam residents, and;

WHEREAS, on **September 27, 2006** the Chamorro Land Trust Commission ("CLTC") received testimony from the Staff and Management of **KGTF-TV12** outlining their intentions, proposed activities, and physical plant layout within the PROPERTY; and

WHEREAS, **KGTF-TV12** is particularly interested in the PROPERTY; and;

WHEREAS, the portion of the PROPERTY requested by **KGTF-TV12**, is undesirable for agricultural use or residential activities; and

WHEREAS, **KGTF-TV12** has demonstrated public support for their project; and

WHEREAS, said portion of lot can be used most effectively by **KGTF-TV12** and

*JMB* *JOR*

WHEREAS, the **Chamorro Land Trust Commission** has the authority to grant a license to **KGTF-TV12** for such purpose pursuant to 21 Guam Code Annotated Section 75107(c); and

WHEREAS, on **November 22, 2006**, the Chamorro Land Trust Commission voted to approved the grant to such license; and

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

I

#### **GRANT OF LICENSE; DESCRIPTION OF PREMISES**

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 10-R3 Block D, Tract 9 Municipality of Barrigada, Guam, consisting of 5,307 +/- square meters DWG No. 1406T699 DLM94 FY 2006** as delineated in that certain sketch marked Exhibit "A" attached and made a part hereof;

II

#### **LIMITATION TO DESCRIBED PURPOSE**

The above described real property may be occupied and use by licensee solely for the activities proposed by Licensee and for incidental purposes related to such purpose from this **first day of January, 2007**, 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 Agency or Authority.



### III

#### COMPENSATION

Licensor and Licensee expressly acknowledge that compensation for this license shall be deferred for a period of Six (6) months from the effective date of this Agreement.

Upon expiration of the deferred compensation period, both parties acknowledge that compensation for this License shall be equal to One Fourth (1/4) of one percent (1.0%) per month of the fair market value of the PROPERTY, and that the initial fair market value has been determined and mutually agreed upon to be Three Hundred Forty Thousand and 00/00 Dollars (\$340,000.00).

The initial monthly rental fee is Eight Hundred Fifty and 00/100 Dollars (\$850.00) which is based upon One Fourth (1/4) of One Percent (1.0%) of the fair market value of the licensed property. The monthly fee is payable monthly in the amount of \$850.00 due upon the expiration of the deferred compensation period described herein for the remainder of the term of the lease as stated in paragraph I and monthly thereafter.

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 fourth (1/4) of one percent (1%) per month of the fair market value of the leased 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 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 \$340,000.00 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.

Licensor and Licensee mutually agree in accordance with, and made a part of herein, that In-Kind Services Compensation in lieu of Monetary Compensation,

*Sub* *JAR*

and or a combination of both monetary and in-kind services compensation may acceptable by Licensor for rent payments as part of this License Agreement. Both parties agree that In-Kind Services Compensation shall be defined for purposes of this agreement, to be the Licensee's Production and Airtime Services that shall be valued in accordance with the relative rate schedule which shall be sanctioned by the Licensee's Board of Directors annually and made available to the Licensor no later than January 30<sup>th</sup> of each year during the term of this agreement. Both parties expressly acknowledge that this form of compensation for the purposes stated herein will only be acceptable if Licensor desires to utilize Licensee's Production Services for promoting Licensor's programs and services.

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 than the Licensee, for additional antennae and related equipment upon and/or within their facilities and tower; provided further, Licensee shall:

- i. Provide written notification to Licensor.

## VI TERMINATION

This Agreement may be terminated by either party on ninety (90) days prior written notice to the other party for cause through the non-compliance of any provisions of 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 may not exceed twenty-one (21) years. Upon termination by notice or expiration of twenty-one (21) years, this Agreement shall become null and void, except that Licensor may enforce any and all obligations of Licensee arising out of acts or failure to act, occurring prior to such termination.

V

**TAXES AND FEES**

Any and all taxes, fees and assessments levied upon the real property described herein shall be borne and paid for the Licensee.

VI

**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 real property of Licensor, by virtue of the rights granted under this Agreement or its occupancy or use granted herein.

VII

**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.

VIII

**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 or invitees and Licensee 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, guests or invites.

Handwritten signatures and circular marks at the bottom of the page. There are two circular marks on the left and two handwritten signatures on the right.

**IX**

**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.

**X**

**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.

**XI**

**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.

**XII**

**GOVERNING LAW**

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



**XIII**

**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.

**XIV**

**BINDING EFFECT**

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

**XV**

**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 is sent to the respective address of each party as set forth at the beginning of this Agreement.

**XVI**

**REMOVAL OF IMPROVEMENTS UPON TERMINATION**

*JMB* *JOR*

Upon termination Licensee, at Licensee's sole experience, shall remove all improvements constructed or erected on the real property described herein. IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Hagatna, Guam on the due date and year first above written.

**XVII**

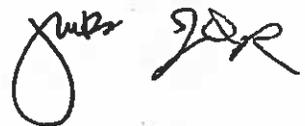
**INDEMNIFICATION OF CHAMORRO LAND TRUST COMMISSION**

Notwithstanding anything to the contrary in this Lease and irrespective of any insurance carried by Tenant for the benefit of Chamorro Land Trust Commission, Tenant 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 Premises, including sidewalks and parking areas adjacent thereto, or occasioned by any nuisance made or suffered on the Premises, or by any fire thereon, or growing out of, or cause by any failure on the part of the Tenant to maintain the Premises 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.

**X**

**PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

Tenant 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 Tenant, 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 claims of third persons for property damage. Said policy or policies or copies thereof must be deposited with the Chamorro Land

Handwritten signatures of two individuals, one appearing to be 'JDR' and the other a stylized signature.

Trust Commission and must cover the Premises, including entrances to the Premises and sidewalks and parking areas adjacent to the Premises. 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 the insurance coverage without first giving Chamorro Land Trust Commission and Tenant Thirty (30) days' prior written notice of such change or cancellation.

XI

**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 Hagatna, Guam, on the due date and year first above written.

By: *Joseph M. Borja*  
JOSEPH M. BORJA  
Administrative Director (Acting)  
Chamorro Land Trust Commission

By: *Jacq. Q. Ronan*  
Jacqueline Q. Ronan  
General Manager  
KGTF-TV12

Date: DEC. 22, 2006

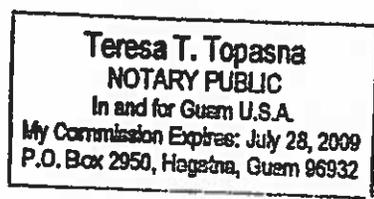
Date: 1/5/07

ACKNOWLEDGEMENT

On this 29<sup>th</sup> day of December, 2006, before me the undersigned notary personally appeared Joseph M. Borja (Acting), 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.

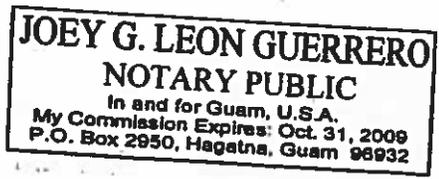
Notary Public Teresa Topasna  
My Commission Expires July 28, 2009



On this 5<sup>th</sup> day of January, 2007, before me the undersigned notary personally appeared Jacqueline O. Ronsu, 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 JCC  
My Commission Expires \_\_\_\_\_



## FACT SHEET

Licensee: KGTF-TV12

POC Address: P.O. Box 21449 GMF  
Barrigada, Guam 96921

Legal Description: Lot 10-R3, Block D, Tract 9, Barrigada Heights

Land Area: 5,307 square meters

Property Improvements:

License Term: Not to exceed 21 years from January 1, 2007.

Expiration: December 31, 2028

Current Rental Rate: Currently, all rent has been deferred. Normally, rent is  $\frac{1}{4}$  of 1% per month of the fair market value of the property, initially determined to be \$340K or \$850. In-kind services can be used as rent payment (see Other Conditions below)

Payment Due Date: Payable monthly

Escalation: If licensee exercises option to extend, monthly fee shall be  $\frac{1}{4}$  of 1% per month of the fair market value of the leased land, exclusive of improvements. Determination of FMV shall be based on the highest and best use of the land "taking the leasehold into account."

Other Rents: None

Assignment/  
Subletting: Licensee may, without licensor's consent, provide space and/or accommodations to others for additional antennae and related equipment upon and/or within their facilities and tower but must provide written notification to licensor.

The rights of licensee are personal and may not be transferred or assigned to any other person, firm, corporation or other entity.

Estoppel:

Sub-Subleases:

**CHAMORRO LAND TRUST COMMISSION  
Board of Commissioners Meeting  
October 20, 2016**

**SIMPLICIA T. GARRIDO – REQUEST TO APPROVE \$34,237.00 FOR DISBURSEMENT FOR THE PURCHASE OF IMPROVEMENTS**

**1. FACTS:**

- a. **Location:** Lot 11, Block 2, Tract 10314, Municipality of Dededo
- b. **Lot Size/Lease Type:** 1000± s.m., Residential Lease
- c. **Lease Instrument Number:** 893165
- d. **Field Description:** The property is a single dwelling unit located in Dededo. The lot consists of 1,000 square meters and an improvement of 400 square feet. The property contains crops, but typical to a residential use.

**2. CHRONOLOGICAL FACTS:**

- a. **May 25, 2004:** Residential Lease executed between CLTC and Simplicia Techaira Garrido, for Lot 11, Block 2, Tract 10314, containing an area of 1000 square meters; lease term commencing on May 25, 2004 and ending on May 25, 2103.
- b. **February 19, 2015:** CLTC Regular Meeting, discussion on Simplicia T. Garrido’s request to relinquish lease back to CLTC and reimbursement for improvements.
- c. **March 9, 2015:** CLTC receives letter from Lessee, Simplicia T. Garrido, requesting to surrender lease and compensation for the cost of the home on the property.
- d. **June 4, 2015:** Letter from CLTC to Simplicia Garrido, response to Mrs. Garrido’s March 9, 2015 letter requesting to surrender lease

**3. STAFF ANALYSIS:**

**Simplicia Garrido’s request to surrender her lease has been reviewed and was acceptable for further processing and authorized by 21GCA, Chapter 75, §75109(a). A review of the three (3) appraisals were procured, one of which was named by the Commission, one by the lessee and the third selected by the two appraisers. The attached is an appraisal assessment for your review.**

**We have determined the Value of the improvements, less the appraisal costs to be \$34,237.00.**

**APPRAISAL EVALUATION  
SIMPLICIA GARRIDO**

LOT 11, Block 2, Tract 10314, MUNICIPALITY OF DEDEDO

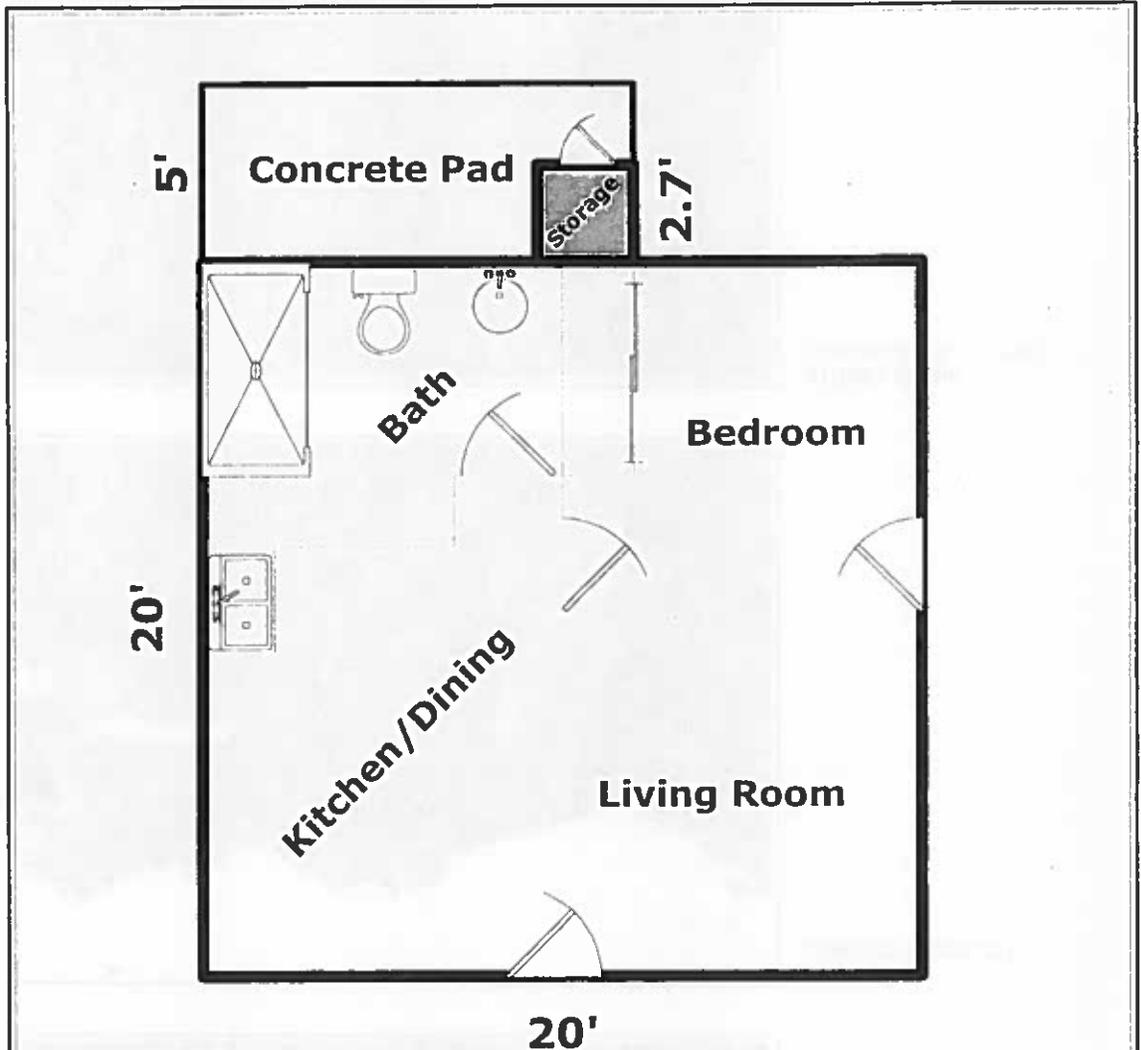
APPRAISAL COMPANY	SUBJECT LOT	MUNICIPALITY	AREA	VALUE
Micronesian Appraisal Inc.	Lot 11, Block 2, Tract 10314 (Building Only)	Dededo	400sqft	\$40,058.00
Chief Appraisals	Lot 11, Block 2, Tract 10314 (Building Only)	Dededo	400sqft	\$35,900.00
Robert & Robert Associate Appraisers	Lot 11, Block 2, Tract 10314 (Building Only)	Dededo	400sqft	\$35,453.00
		APPRAISED VALUES		\$111,411.00
		Fair Market Value		\$37,137.00
		Less Appraisal Costs		\$2,900.00
		Less Unpaid Taxes		\$0.00
		Less Unpaid Lease Fees		\$0.00
		<b>PAYABLE TO SIMPLICIA GARRIDO - CHAMORRO LOAN GUARANTY FUND</b>		<b>\$34,237.00</b>

Chief Appraisals  
**SKETCH ADDENDUM**

File No. A-9895  
 Case No.

Borrower Not applicable.

Property Address Lot 11 Block 2 Tract 10314  
 City Dededo County Dededo State GU Zip Code 96929  
 Lender/Client Department of Land Management Address 590 S. Marine Corps Drive Suite 733 ITC Building, Tamuning, GU 96913



Sketch by Apex Sketch vs Standard™  
 Comments:

AREA CALCULATIONS SUMMARY				LIVING AREA BREAKDOWN	
Code	Description	Net Size	Net Totals	Breakdown	Subtotals
GLA1	First Floor	400.00	400.00	First Floor	400.00
OTH	Concrete Pad	52.71		20.0 x 20.0	
	Storage	7.29	60.00		
Net LIVABLE Area		(rounded)	400	1 Item	(rounded) 400

Chief Appraisals  
**SUBJECT PHOTO ADDENDUM**

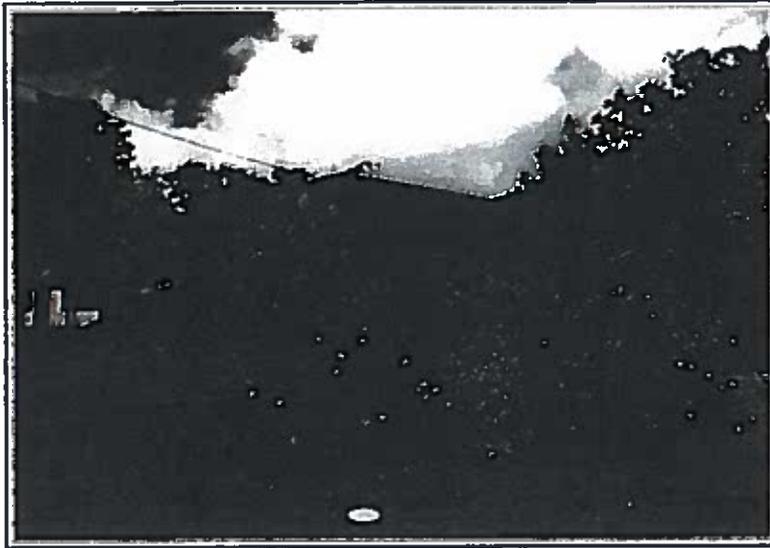
File No. A-9895  
Case No.

Borrower Not applicable.

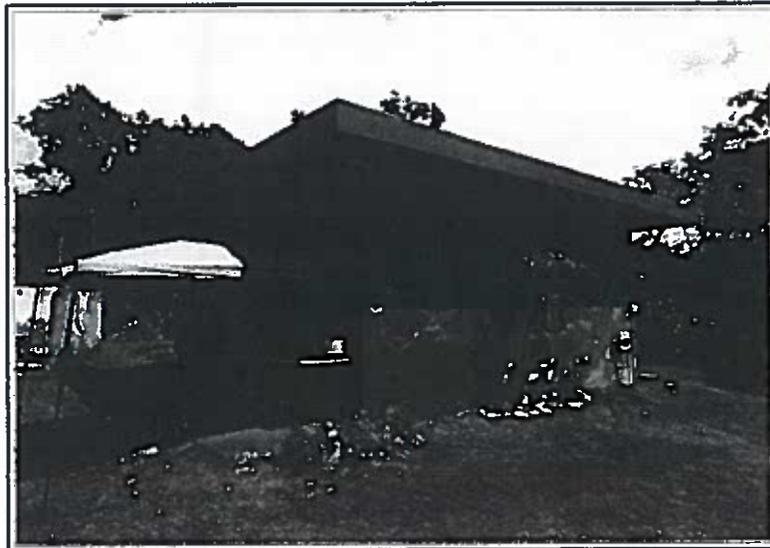
Property Address Lot 11 Block 2 Tract 10314

City Dededo County Dededo State GU Zip Code 96929

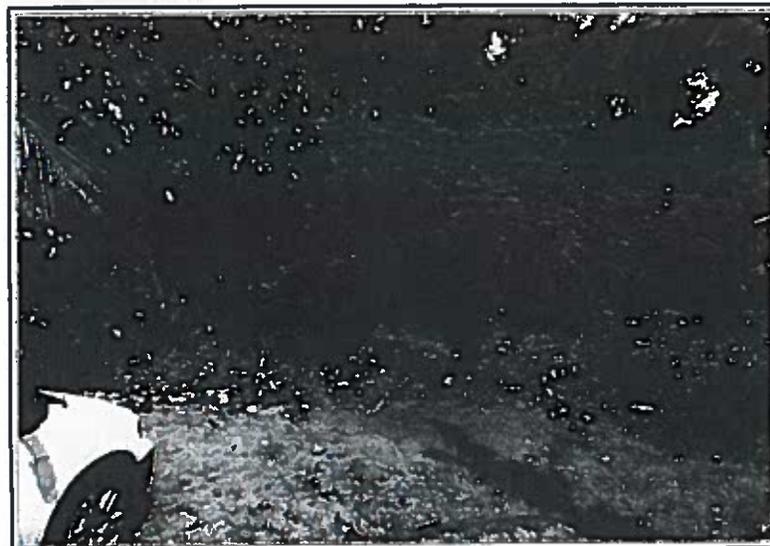
Lender/Client Department of Land Management Address 590 S. Marine Corps Drive Suite 733 ITC Building, Tamuning, GU 96913



**FRONT OF  
SUBJECT PROPERTY**  
Lot 11 Block 2 Tract 10314  
Dededo, GU 96929



**REAR OF  
SUBJECT PROPERTY**



**STREET SCENE  
(UNDEVELOPED ACCESS)**

Chief Appraisals  
**SUBJECT PHOTO ADDENDUM**

File No. A-9895  
Case No.

Borrower Not applicable.

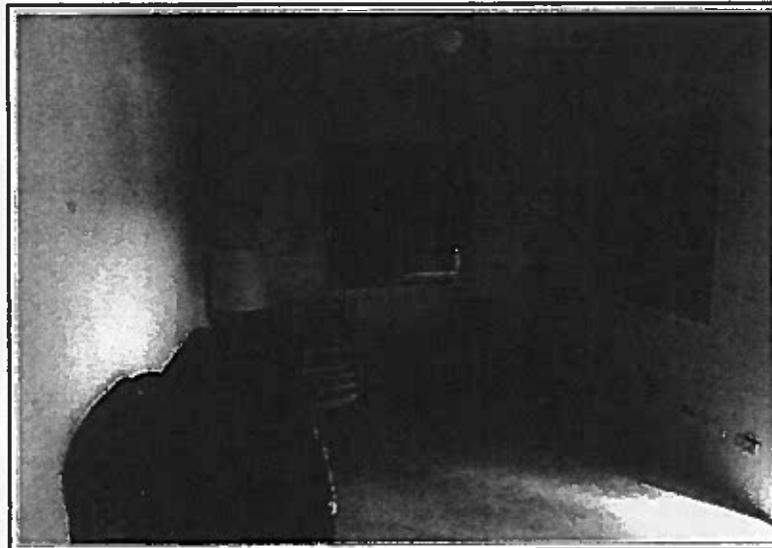
Property Address Lot 11 Block 2 Tract 10314

City Dededo County Dededo State GU Zip Code 96929

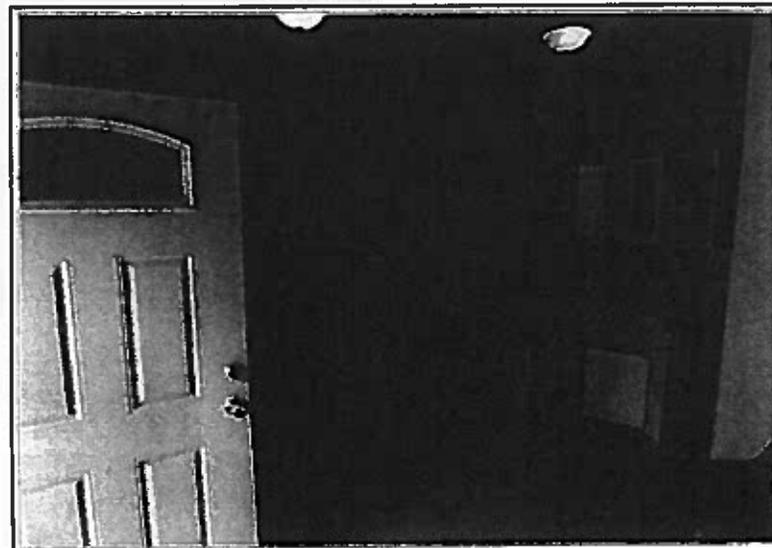
Lender/Client Department of Land Management Address 590 S. Marine Corps Drive Suite 733 ITC Building, Tamuning, GU 96913



**SUBJECT CURRENT CORAL  
ACCESS THRU L.8,B.2,T.10314**



**VIEW OF SUBJECT  
LIVING ROOM**



**VIEW OF SUBJECT  
KITCHEN/DINING**

Chief Appraisals  
**SUBJECT PHOTO ADDENDUM**

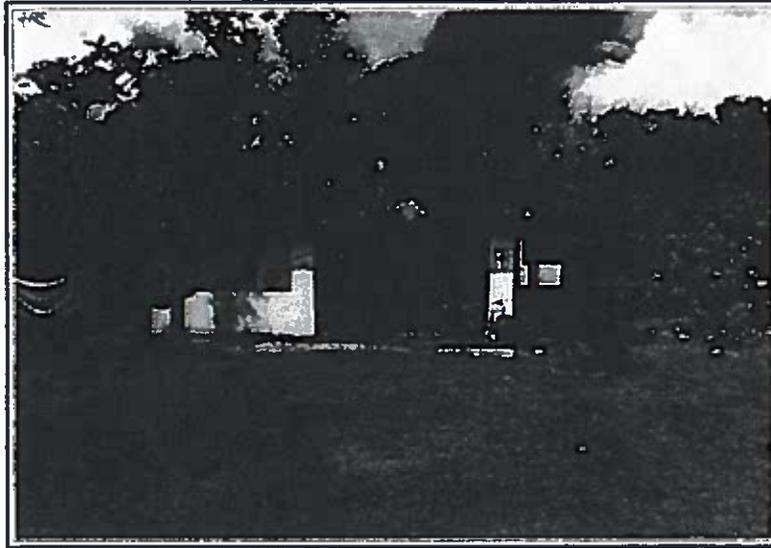
File No. A-9895  
Case No.

Borrower Not applicable.

Property Address Lot 11 Block 2 Tract 10314

City Dededo County Dededo State GU Zip Code 96929

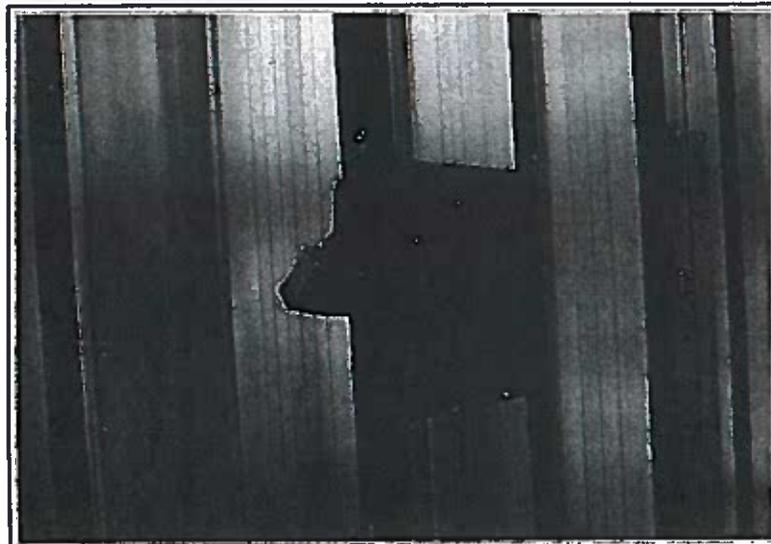
Lender/Client Department of Land Management Address 590 S. Marine Corps Drive Suite 733 ITC Building, Tamuning, GU 96913



**WOOD & TIN IMPROVEMENTS  
(TO BE DEMOLISHED)**



**WOOD & TIN IMPROVEMENTS  
(TO BE DEMOLISHED)**



**VIEW OF SUBJECT QUICK  
RELEASE ON SECURITY GRILLES**

**21 GCA REAL PROPERTY**  
**CH. 75 CHAMORRO LAND TRUST COMMISSION**

Section 4. Deposit of Funds into the *Chamorro Land Trust Survey Fund*.  
Funds received *shall* be deposited into the *Chamorro Land Trust Survey Fund*, created by Public Law 33-090.

**§ 75108.1. 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 & Light Agriculture.
- (2) Baking & Producing Foodstuff.
- (3) Arts & Crafts.
- (4) Cultural Practitioning.
- (5) Alternative Medicine (*Suruhanu/Suruhana*).
- (6) Dress Making.
- (7) Growing & 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.

**SOURCE:** Added by P.L. 28-059:2 as § 75108.50, re-numbered by Compiler since §§ 75108.2-75108.50 do not exist. Subsection (a) amended by P.L. 30-075:2 (Nov. 27, 2009).

**§ 75109. Successors to Lessees.**

(a) Upon the death of the lessee, 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

21 GCA REAL PROPERTY  
CH. 75 CHAMORRO LAND TRUST COMMISSION

previous lessee or the legal representative of the deceased lessee, as the case may be, and the third shall be selected by the two appraisers hereinbefore mentioned.

(b) After the cancellation of a lease by the Commission in accordance with the provisions of § 75110 or § 75114 of this Chapter, or the surrender of a lease by a lessee, the Commission is authorized to transfer the lease or to issue a new lease to any qualified Chamorro regardless of whether or not he is related in any way by blood or marriage to the previous lessee.

(c) Should any successor or successors to a tract be a minor or minors, the Commission may appoint a guardian therefor subject to the approval of the Superior Court. Such guardian shall be authorized to represent the successor or successors in all matters pertaining to the leasehold: provided, that said guardian shall, in so representing such successor or successors, comply with the provisions of this Chapter and the stipulations and provisions contained in the lease, except that said guardian need not be a native Chamorro as defined in § 75101 of this Chapter.

SOURCE: GC § 13508 repealed and reenacted by P.L. 12-226.

**§ 75110. Cancellation of Leases.**

Whenever the Commission has reason to believe that any condition enumerated in § 75108 or any provision of § 75109 of this Chapter has been violated, the Commission shall give due notice and afford opportunity for a hearing to the lessee of the tract in respect to which the alleged violation relates or to the successor of the lessee's interest therein, as the case demands. If upon such hearing the Commission finds that the lessee or successor has violated any condition in respect to the leasing of such tract, the Commission may declare his interest in the tract and all improvements thereon to be forfeited and the lease in respect thereto canceled and shall thereupon order the tract to be vacated within a reasonable time. The right to the use and occupancy of the Chamorro homelands contained in such tract shall thereupon revert in the Commission and the Commission may take possession of the tract and the improvements thereon.

SOURCE: GC § 13509 repealed and reenacted by P.L. 12-226.

**§ 75111. Community Pastures.**

The Commission shall, when practicable, provide from the Chamorro homelands a community pasture adjacent to each village.

SOURCE: GC § 13510 repealed and reenacted by P.L. 12-226.

**CHAMORRO LAND TRUST COMMISSION**  
**Board of Commissioners Meeting**  
~~September 15, 2016~~  
October 20, 2016

**United States Postal Service – Dededo License Renewal**

**1. FACTS:**

- a. **License:** Authorized by 21 GCA, §75107(c)
- b. **Building 125, Iglesias Circle, Dededo:** 318 square feet
- c. **Existing License Agreement:** March 1, 2002 to February 28, 2007 with two renewal options of 5 years each
- d. **Insurance:** CLTC not indemnified – Current lease does not stipulate any type of insurance coverage
- e. **Use of Property:** U.S. Post Office

**2. Findings:**

- a. Lessee does not pay real property taxes.
- b. No verification of insurance coverage.
- c. Lease is not recorded with the Department of Land Management.
- d. CLTC is liable for general conditions, maintenance riders, and Lessor responsibilities that is not common terms and conditions in other CLTC commercial leases/licenses.
- e. Last 5-year term rate amended without board approval.
- f. Lease standard Postal Service lease, not CLTC lease.
- g. Current rental rate amended without board approval.

**3. Recommendation:**

- a. Execute a CLTC commercial license for a period of 1 year with 4 renewal options each with a five year term totaling 21 years as authorized by 21 GCA, §75107(c).
- b. Lease building as is.
- c. Execute a one year commercial license with an option to renew 4 times every 5 years with a rental escalation of 10% after the first year and every 5 year term thereafter:
  - 1) March 1, 2017 to February 28, 2018 - \$5,500.00 annual rental fee
  - 2) March 1, 2018 to February 28, 2023 - \$6,050.00 annual rental fee
  - 3) March 1, 2023 to February 28, 2028 - \$6,655.00 annual rental fee
  - 4) March 1, 2028 to February 28, 2033 - \$7,320.50 annual rental fee
  - 5) March 1, 2033 to February 28, 2038 - \$8,052.55 annual rental fee

1           Section 114. One Hundred Twenty Thousand Five Hundred  
2 Thirty-Five Dollars (\$120,535) are hereby appropriated from the General  
3 Fund to the Guam State Council on Vocational Education ("SCOVE") for  
4 purpose of matching the federal funds which SCOVE receives.

5           **Section 115.** (a) Notwithstanding any other provisions of law,  
6 the Governor of Guam and the Director of Land Management may grant  
7 public access and utility easements through government of Guam lands to  
8 serve the needs of landlocked properties within Guam, provided, however,  
9 that the such easements grant shall only be for the purpose  
10 accommodating landlocked properties.

11           (b) All grants of public access and utility easements shall properly  
12 be surveyed and delineated on maps made at the expense of the Government  
13 requiring the easements and shall be done under the direction of the  
14 Department of Land Management.

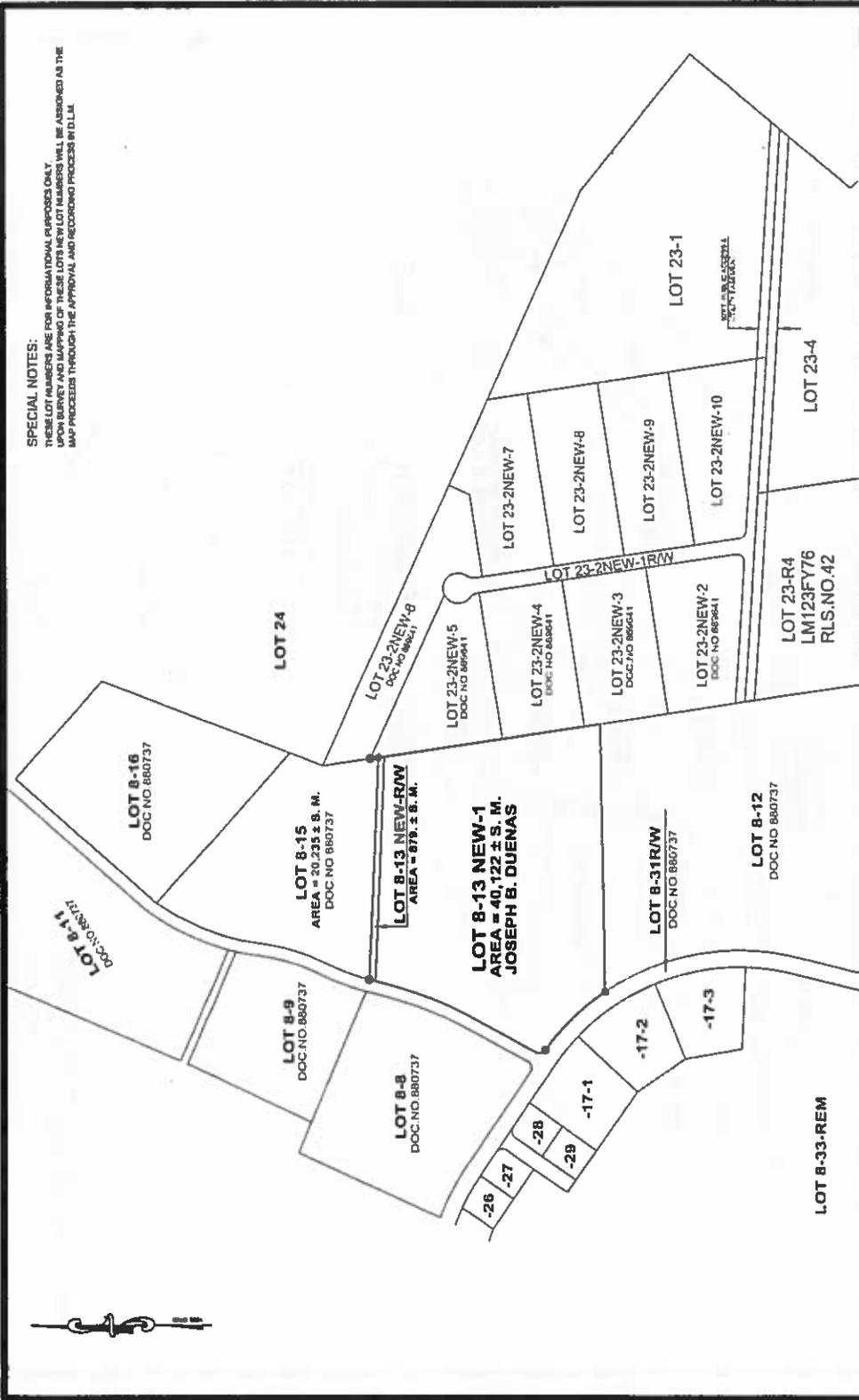
15           (c) Grant of easement maps shall be executed by the Governor and  
16 the Director of Land Management under a special notation within each  
17 map.

18           (d) Ten Thousand Dollars (\$10,000) are hereby appropriated from  
19 the General Fund to the Department of Land Management to administer  
20 the provisions of subsections (a), (b), and (c) of this Section.

21           Section 116. Notwithstanding any other provision of law and the  
22 provisions of Public Law 15-18 and Public Law 18-39, the Governor of  
23 Guam is authorized to amend the lease to Lot No. 10154-4, containing an  
24 area of 202,343+ square meters and situated between the Municipalities of  
25 Dededo and Yigo and particularly depicted on Land Management Drawing  
26 No. 14-86T269, prepared by the Government of Guam Land Survey  
27 Division, made between the Government of Guam and the KuSan American

**SPECIAL NOTES:**

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 BY D.L.M.

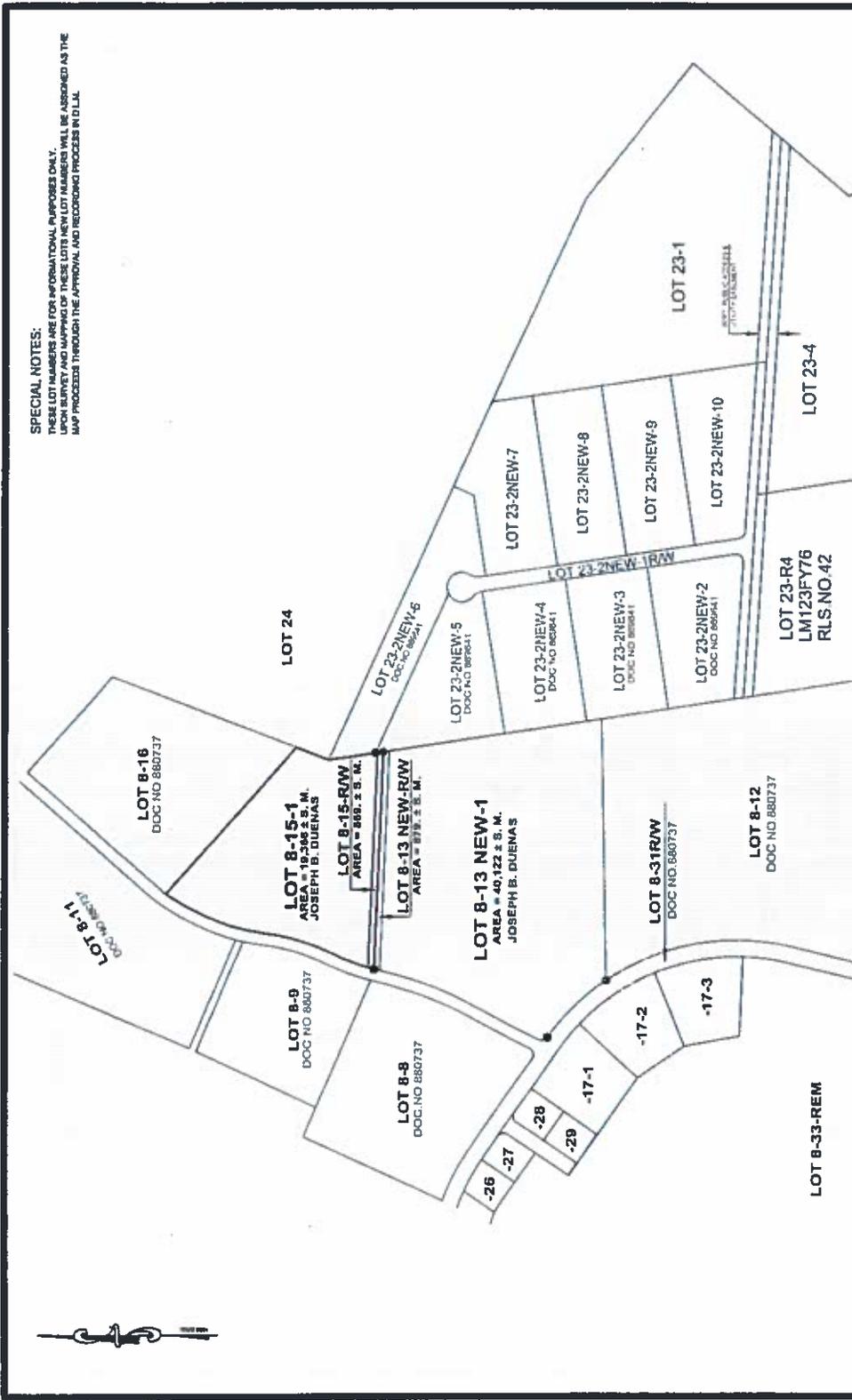


<p><b>REVIEWED BY:</b></p> <p>_____          LARGELY BOKIA          LAND MANAGEMENT ADMINISTRATOR</p> <p>_____          DATE</p>		<p><b>PARCELING LOT SCHEME OF</b></p> <p><b>LOT 8-13 NEW</b></p> <p>MUNICIPALITY OF MANUABO</p> <p>SECTION 3</p>	
<p><b>SATISFACTORY TO AND APPROVED BY:</b></p> <p>_____          MICHAEL J.B. BOKIA          DIRECTOR OF LAND MANAGEMENT</p> <p>_____          DATE</p>		<p><b>GOVERNMENT OF GUAM</b></p> <p><b>GUVERNAMENTON GUAHAN</b></p> <p>DEPARTMENT OF LAND AND NATURAL RESOURCES</p> <p>COMMISSIONER</p> <p>LAND SURVEY DIVISION</p> <p>DEPARTMENT "TUNY"</p>	
<p><b>IDENTITY THAT THE LOTS SHOWN ON THIS PLAN HAVE BEEN REVIEWED AND ARE AVAILABLE FOR LEASE.</b></p> <p>_____          LAND AGENT (LTC)</p> <p>_____          DATE</p>		<p><b>LOT 23-R4</b>          LM123FY76          RLS.NO.42</p>	
<p><b>SHEET 2 OF 2</b></p> <p><b>SCHEME NO: M08-005</b></p>		<p><b>REVIEWED BY:</b></p> <p>_____          PAUL L. SANTOS P.L.S. NO. 08          GUAM CHIEF SURVEYOR/CHIEF OF CONSTRUCTION, D.L.M.</p> <p>_____          DATE</p> <p>PREPARED BY: MELVIN G. JAVIER, SURVEY DIVISION, D.L.M.</p>	

Guam

Quinta

SPECIAL NOTES:  
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.



PARCELING LOT SCHEME OF <b>LOT 8-15</b> MUNICIPALITY OF HARLAN SECTION 16.3 GOVERNMENT OF GUAM GOBIERNAMUNTON GUAHAN DEPARTMENT OF LAND MANAGEMENT DEPARTAMENTON MANEHEMUNTON TANG LAND SURVEY DIVISION PREPARED BY: MELVIN D. JAMES, SURVEY DIVISION, DLM	
REVIEWED BY: _____ LAND MANAGEMENT ADMINISTRATOR	DATE: _____
Satisfactory to and approved by: _____ MICHAEL J.B. BERNAL DIRECTOR OF LAND MANAGEMENT	DATE: _____
CERTIFY THAT THE LOTS SHOWN ON THIS PLAN HAVE BEEN REVIEWED AND ARE AVAILABLE FOR LEASE LAND AGENT, CLTC	DATE: _____
SCHEME NO: M06-006	

7

**CHAMORRO LAND TRUST COMMISSION**  
**Board of Commissioners Meeting**

~~September 15, 2016~~

10/20/2016

**Memorandum of Agreement between Department of Agriculture (DoAg) and Chamorro Land Trust Commission (CLTC) for Conservation Easements**

**1. FINDINGS:**

- a. CLTC holds significant tracts of land along the north eastern side of Guam rich with limestone forests that contain unique plants species.
- b. CLTC has expressed need to protect areas such as the region from Fadian to Andersen AFB.
- c. Guam Department of Agriculture, Forestry & Soil Resources Division requested the use of such lands for conservation efforts to protect rare and endangered plant species
- d. DoAg has the expertise to assist CLTC in determining the boundaries necessary for creating conservation easements within the CLTC lands
- e. DoAg has the expertise of managing conservation easements
- f. CLTC, with Department of Land Management, Survey Division, has the expertise to parcel tracts of land on survey maps to have them dedicated as conservation easements

**2. RECOMMENDATIONS:**

- a. Engage in a Memorandum of Agreement between the Chamorro Land Trust Commission and the Department of Agriculture to do the following:
  - (1) DoAg consult on the creation of the conservation easements;
  - (2) DoAg manage the forestry and conservation efforts on the CLTC conservation easements;
  - (3) Both entities determine necessary rules or procedures on the use of these easements;
  - (4) Other matters that may be necessary.

**3. EXHIBIT: DoAg Letter**



Eddie Baza Calvo  
Governor

Ray Tenorio  
Lt. Governor

**Department of Agriculture**  
**Dipattamenton Agrikottura**  
163 Dairy Road, Mangilao, Guam 96913

Director's Office	300-3965/66; Fax 734-6569
Agricultural Dev. Services	300-7972/73
Animal Health	300-7965
Aquatic & Wildlife Resources	735-3955/56; Fax 734-6570
Forestry & Soil Resources	300-7975/77; Fax 300-3201
Plant Nursery	300-7974
Plant Inspection Facility	475-1426/27; Fax 477-9487



Matthew L.G. Sablan  
Director

Jessie B. Palican  
Deputy Director

August 25, 2016

To: Mr. Michael J.B. Borja  
Director, Department of Land Management  
590 S. Marine Corps Drive  
Suite 733 ITC Building  
Tamuning, Guam 96913

*MSB/26*



From: Mr. Matthew Sablan  
Director, Department of Agriculture  
163 Dairy Road, Mangilao, Guam 96913

**REF: Lot No. 7146, Municipality of Yigo**

Hafa Adai Mr. Borja:

Guam Forestry & Soil Resources Division (FSRD) respectfully requests for the authorization to use the reference property: Lot No. 7146, Municipality of Yigo, for conservation efforts. Conservation efforts will include planting several species of Guam's rarest plants and endangered species on the lot.

Should you have any questions regarding this request, please contact Joseph Mafnas, Forestry & Soil Resources Division Chief, or Bel Soliva, Forest Stewardship Program (FSP) Coordinator at 300-7977/5 or email [joseph.mafnas@agriculture.guam.gov](mailto:joseph.mafnas@agriculture.guam.gov) or [belmina.soliva@agriculture.guam.gov](mailto:belmina.soliva@agriculture.guam.gov).

Respectfully,

Enclosure:  
Lot No. 7146, Municipality of Yigo Property Map



**SYMBOLS**

PP DIST 1 OF 2

**NOTES**

SEE MAP 1 OF 2

**REFERENCES**

SEE MAP 1 OF 2

**COMPLETION:** This map was prepared in accordance with the provisions of the Land Management Act, Chapter 33, Title 48, of the Laws of Guam, and the provisions of the Land Management Regulations, Chapter 48.01, Title 48, of the Laws of Guam, and the provisions of the Land Management Regulations, Chapter 48.01, Title 48, of the Laws of Guam.

**TECHNICAL SUBMISSION DATE:** 28/10/2020

**REVIEWED:** [Signature]

**APPROVED:** [Signature]

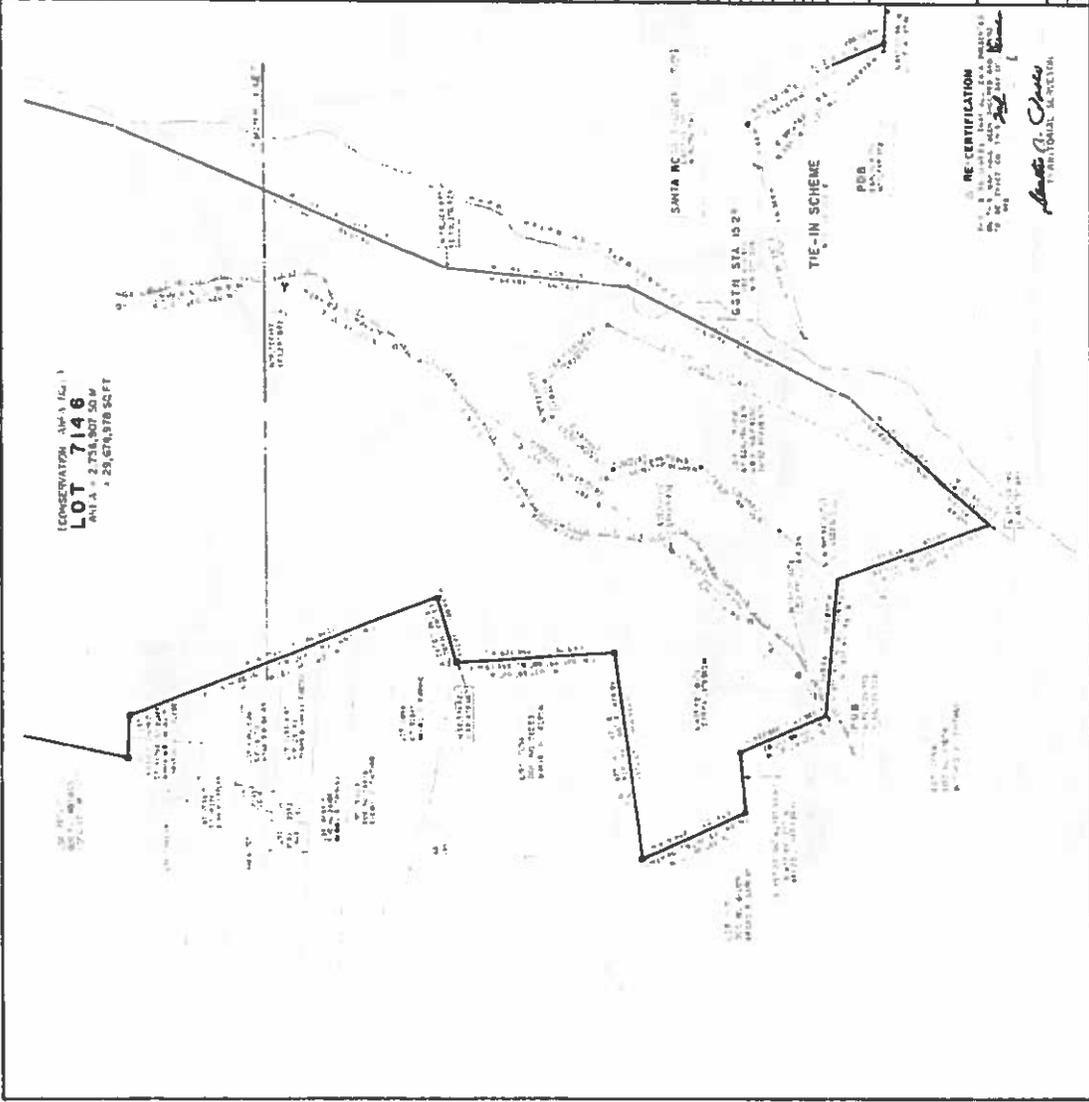
**DIRECTOR OF LAND MANAGEMENT DATE:** [Signature]

NO.	DESCRIPTION	DATE
1	PREPARED BY	28/10/2020
2	REVIEWED BY	28/10/2020
3	APPROVED BY	28/10/2020

**CONSOLIDATION & LAND RESTORATION**  
 (RESUBMIT LOT 7146 IN THIS CASE)  
**LOT 7146**  
 LAND MANAGEMENT ACT

**GOVERNMENT OF GUAM**  
**DEPARTMENT OF LAND MANAGEMENT**  
**LAND SURVEY DIVISION**

DATE: 28/10/2020  
 SHEET: 1 OF 2  
 DRAWING NO: 381-PT174  
 SCALE: 1:1000



CONSOLIDATION AREA (AC)  
**LOT 7146**  
 AREA = 2,731,507 SQ M  
 PERIMETER = 28,679,876 SQ FT

**RE CERTIFICATION**  
 I, the undersigned, being duly qualified and sworn in as a Professional Surveyor, do hereby certify that the above is a true and correct copy of the original plan as shown to me by the applicant.

*Antonio A. Chaves*  
 PROFESSIONAL SURVEYOR



CHAMORRO LAND TRUST COMMISSION  
Board of Commissioners Meeting  
~~September 15, 2016~~  
10/20/16

TeleGuam Holdings, LLC License Agreement for Submerged Land Use

**1. FINDINGS:**

- a. TeleGuam Holdings, LLC, dba GTA, needs to connect a submerged ocean cable to a land junction station in Piti
- b. Submerged lands fall under the control of the CLTC
- c. License agreement is needed for the submerged land use
- d. Communication cable will connect to an established easement on land for connection to junction station
- e. License agreement is authorized by 21GCA §75107(c) for up to 21 years for public utilities such as GTA
- f. Annual payments is based on another similar license
- g. Annual payments in this proposed license will increase eight percent every five years
- h. License is for a twenty year period

**2. RECOMMENDATIONS:**

- a. Pass motion to approve license agreement

**3. EXHIBIT: Proposed license agreement**

21/05/01

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(Space Above Line for Recorder's Use Only)

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**LICENSE AGREEMENT**

This License Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Chamorro Land Trust Commission (CLTC) ("Licensor") and TeleGuam Holdings, LLC dba GTA ("Licensee"). Licensor and Licensee may hereafter be referred to individually as a "Party" or collectively as the "Parties."

**WHEREAS**, Title 21, Guam Code Annotated, Chapter 75, Section 75107 (c), authorizes the Chamorro Land Trust Commission, the Licensor, to grant licenses for terms of not to exceed twenty-one (21) years to public utility companies; and

**WHEREAS**, except as otherwise provided by law, Licensor has jurisdiction over submerged lands transferred to the Government of Guam by the United States pursuant to the Territorial Submerged Lands Act, 48 USC 1700 et seq.; and

**WHEREAS**, Licensee has been a provider of telecommunications services in Guam for over sixty years serving residential, business, and local and federal government customers in Guam; and

**WHEREAS**, Licensee plays a critical role in providing international telecommunications connectivity, including access to the internet; and

**WHEREAS**, Licensee is a member of the South East Asia – US Cable System Consortium (the "Consortium"), which is endeavoring to build and implement a state of the art, high capacity fiber-optic submarine cable system connecting Guam, Philippines, Indonesia, Hawaii and USA to support critical communications requirements; and

**WHEREAS**, this new submarine cable will improve physical capacity of telecommunications connectivity between Guam and the world, which will result in improved telecommunications efficiency; and

1           **WHEREAS**, the submarine cable will also provide additional physical redundancy,  
2 which is critical to ensure that telecommunications remain viable during natural catastrophes  
3 and other emergency conditions; and  
4

5           **WHEREAS**, Licensee, as the Consortium's designated landing party for Guam, has  
6 determined that the most efficient area to land the submarine cable is through the Tepungan  
7 channel and reef flat on Pedro C. Santos Memorial Park in Piti, Guam in order to reach  
8 Licensee's existing facility directly across Marine Corps Drive in Piti; and  
9

10           **WHEREAS**, Licensee is currently seeking a Department of the Army permit for work  
11 in waters of the U.S. and is providing its Guam Coastal Management Program Consistency  
12 Certification application in accordance with the Coastal Zone Management Act; and  
13

14           **WHEREAS**, Licensee is currently seeking a seashore clearance permit through the  
15 Guam Seashore Protection Commission, pursuant to the Seashore Protection Act of 1974 for  
16 work within the seashore reserve identified below; and,  
17

18           **WHEREAS**, Licensee has reached an agreement with the Mayor of Piti and the Piti  
19 Municipal Planning Council for the use of Pedro C. Santos Memorial Park in Piti ("Santos  
20 Park"); and  
21

22           **WHEREAS**, Licensor has determined that the uses proposed by the Licensee are  
23 appropriate use of the Tepungan reef flat and channel described herein.  
24

25           **WHEREAS**, on \_\_\_\_\_, Licensor voted to approve the grant of a license to  
26 Licensee.  
27

28           **NOW THEREFORE**, in consideration of the mutual promises and covenants herein,  
29 the Parties agree as follows:  
30

31           **1. GRANT OF LICENSE; DESCRIPTION OF PROPERTY**  
32

33           Licensor hereby grants to Licensee, effective as of the date of this Agreement, a  
34 license to occupy and use, subject to all the terms and conditions of this Agreement, for the  
35 purpose of constructing, installing and maintaining conduits and the landing of undersea  
36 cables, the following described real property:  
37

38           A 6 feet wide by 560 feet section of the Tepungan Reef Flat adjacent to and  
39 abutting Pedro C. Santos Memorial Park, Portion of Lot No. 262 Cable  
40 Raceway Easement, Piti, Guam, as depicted on DCA survey sketch map  
41 identified as DWG. NO. DCAI-S-15-5, dated May 10, 2016, prepared by  
42 Nestorio C. Ignacio, P.L.S. No. 65 , a copy of which is marked Exhibit "A"  
43 attached hereto and made a part hereof (the "Licensed Property").  
44

45           Licensee's conduits shall be buried. The general public shall have the continuing right  
46 to use the reef flat and to enter on or cross any portion of the Licensed Property for fishing and

1 other recreational purposes and Licensor reserves the right to itself and to the agents and  
2 representatives of the Government of Guam, to enter on and cross any portion of the Licensed  
3 Property for the purpose of performing any public or official duties; provided, however, that  
4 in the exercise of such rights, Licensor and the general public shall not unreasonably interfere  
5 with Licensee's use and enjoyment of the rights granted by this Agreement.  
6

7 **2. LIMITATION TO DESCRIBED PURPOSE**  
8

9 The Licensed Property may be occupied and used solely for the activities proposed by  
10 Licensee and for incidental purposes related to the landing of undersea cables. In no event  
11 shall Licensee conduct any activity on the Licensed Property without obtaining all requisite  
12 authorizations and permits from the appropriate Guam and federal government agencies or  
13 authorities. Licensee shall comply with all requirements imposed under all such authorizations  
14 and permits and, more generally, shall comply with all applicable Guam and federal  
15 government laws, rules and regulations relating to its activities on the Licensed Premises.  
16

17 **3. TERM**  
18

19 The term of this Agreement shall be for a period of twenty (20) years, commencing  
20 \_\_\_\_\_, 2016 (the "Commencement Date") and ending at midnight on \_\_\_\_\_,  
21 2036 (the "Termination Date") unless it is terminated or extended pursuant to the terms  
22 herein.  
23

24 **4. RENEWAL**  
25

26 Not less than ninety (90) days prior to the Termination Date, Licensee may provide  
27 written notice to Licensor to enter negotiations to renew this Agreement. The Parties shall  
28 consider renewal of the Agreement in good faith.  
29

30 **5. COMPENSATION**  
31

32 a. Licensee shall pay to Licensor an annual license fee of Five Thousand Dollars  
33 (\$5000.00) per year. The annual license fee shall be payable on or before January 1st of each  
34 year, except that Licensee shall pay the fee for the year 2016 upon execution of this  
35 Agreement.  
36

37 b. The license fee shall be subject to an escalation rate of 8% on each fifth (5th)  
38 year anniversary of the Commencement date as follows:  
39

40	Year 1-5	\$5,000.00 per year
41	Year 6-10	\$5,400.00 per year
42	Year 11-15	\$5,832.00 per year
43	Year 16-20	\$6,298.56 per year
44		

45 **6. TERMINATION**  
46

1 This Agreement may be terminated by Licensor for cause upon written notice to  
2 Licensee. For purposes of this Agreement, cause shall mean the non-compliance with any of  
3 the terms of this Agreement, the Chamorro Land Trust Act or any adjudicated regulations of  
4 Licensor, which non-compliance continues unabated for ninety (90) days after such written  
5 notice. Upon termination or expiration of this Agreement, unless extended pursuant to the  
6 terms herein, this Agreement shall become null and void, except that Licensor may enforce  
7 any and all obligations of Licensee arising out of acts or omissions occurring prior to such  
8 termination or expiration.

9  
10 **7. TAXES AND FEES**

11  
12 Any and all taxes, fees and assessments, to include taxes on improvements to the  
13 Licensed Property and assessments of payments in lieu of real property taxes, as provided  
14 pursuant to Section 9 of Public Law 24-168, levied upon the Licensed Property shall be borne  
15 and paid by Licensee.

16  
17 **8. NO INTEREST IN REAL PROPERTY**

18  
19 Licensee expressly acknowledges and agrees that it does not and shall not claim at any  
20 time any interest or estate of any kind or extent whatsoever in the Licensed Property by virtue  
21 of the rights granted under this Agreement or its occupancy or use granted herein.

22  
23 **9. ASSIGNMENT OF RIGHTS**

24  
25 The rights of Licensee under this Agreement are personal to Licensee and may not be  
26 transferred or assigned to any other person, firm, corporation or other entity; provided,  
27 however, that Licensee may, without Licensor's consent, lease or transfer conduit or duct  
28 space to third parties landing undersea cables, and provided, further, that Licensee may,  
29 without Licensor's consent, assign its rights to any person acquiring all of Licensee's assets in  
30 Guam on condition that the assignee assumes all of Licensee's obligations under this  
31 Agreement.

32  
33 **10. INDEMNIFICATION OF LICENSOR**

34  
35 In consideration of the privilege granted by this Agreement, Licensee shall not claim  
36 any costs, claims or damages from Licensor in connection with or on account of any injury or  
37 damage arising in or on the Licensed Property regardless of the fault or negligence of  
38 Licensor, while the Licensed Property is being used by Licensee, or Licensee's directors,  
39 officers, employees or lessees. Licensee shall indemnify Licensor from and against any and all  
40 costs, losses, claims or damages of any kind or nature arising out of or in connection with  
41 Licensee's use of the Licensed Property.

42  
43 **11. NO WARRANTY**

44  
45 Licensor does not warrant or represent that the Licensed Property is suitable for the  
46 purposes for which it is permitted to be used by Licensee, nor that Licensee is specifically

1 entitled to the issuance of any permits necessary to carry out any activity on the Licensed  
2 Property.

3  
4 **12. ENTIRE AGREEMENT**

5  
6 This Agreement shall constitute the entire agreement between Licensor and Licensee  
7 and any prior understanding or representation of any kind preceding the date of this  
8 Agreement shall not be binding upon either party except to the extent incorporated in this  
9 Agreement.

10  
11 **13. MODIFICATION OF AGREEMENT**

12  
13 Any modification of this Agreement or additional obligation shall be binding only if  
14 evidenced in writing signed by each party or an authorized representative of each party.

15  
16 **14. GOVERNING LAW**

17  
18 This Agreement shall be governed by, construed and enforced in accordance with 21  
19 GCA, Chapter 75 and the laws of Guam generally.

20  
21 **15. NO WAIVER**

22  
23 The failure of either party to this Agreement to insist upon the performance of any of  
24 the terms and conditions of this Agreement, or the waiver of any breach of any of the terms  
25 and conditions of this Agreement, shall not be construed as thereafter waiving any such term  
26 or condition, but the same shall continue and remain in full force and effect as if no such  
27 forbearance or waiver had occurred.

28  
29 **16. BINDING EFFECT**

30  
31 This Agreement shall bind and inure to the benefit of the successors of the parties.

32  
33 **17. NOTICES**

34  
35 Any notice provided for or concerning this Agreement shall be in writing and shall be  
36 deemed sufficiently given when sent by certified or registered mail or hand-delivered to the  
37 respective address of each Party as set forth below:

38  
39 Licensor Chamorro Land Trust Commission  
40 Attn: Administrative Director  
41 P.O. Box 2950  
42 Hagatna, Guam 96932

43  
44 Licensee Teleguam Holdings, LLC  
45 Attn: Andrew M. Gayle, Chief Operating Officer  
46 624 N. Marine Corps Dr.

1  
2  
3 **18. REMOVAL OF IMPROVEMENTS UPON TERMINATION**  
4

5 Upon the termination or expiration of this Agreement, Licensee shall, at Licensee's  
6 sole expense, remove any improvements constructed or erected on the Licensed Property.  
7 Notwithstanding the foregoing, Licensee shall have the right to abandon in place any buried  
8 conduit.  
9

10 **19. INDEMNIFICATION OF CHAMORRO LAND TRUST COMMISSION**  
11

12 Notwithstanding anything to the contrary in this Agreement and irrespective of any  
13 insurance carried by Licensee for the benefit of Licensor, Licensee agrees to hold Licensor  
14 harmless from any claim or demand by third persons for loss, damage or injury, including  
15 claims for property damage, personal injury or wrongful death occurring in, on or about the  
16 Licensed Property, including any sidewalks and parking areas adjacent thereto, or occasioned  
17 by any nuisance made or suffered on the Licensed Property, or by any fire thereon, or growing  
18 out of, or caused by any failure on the part of Licensee to maintain the Licensed Property in a  
19 safe condition and will reimburse Licensor for its reasonable costs and attorney's fees in  
20 connection with the defense of any such claim.  
21

22 **20. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**  
23

24 Licensee will procure, at its own cost and expense, and keep in force during the term  
25 of this Agreement for the mutual benefit of Licensor and Licensee, a policy of comprehensive  
26 liability insurance in such form and with such insurance company as Licensor shall approve,  
27 with minimum limits of not less than \$300,000 for injury or death to one person and not less  
28 than \$100,000 for any one occurrence, and a policy in the sum of \$100,000 insuring against  
29 the claims of third persons for property damage. A copy of such policies shall be provided to  
30 Licensor at Licensor's request. Licensor may review the foregoing limits of coverage and  
31 require increases therein but shall not require increases more frequently than annually. The  
32 policy or policies shall contain a clause stating that the insurer will not cancel or change  
33 insurance coverage with first giving Licensor and Licensee thirty (30) days prior written  
34 notice of such change or cancellation.  
35

36 **21. PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY**  
37

38 Licensor and Licensee recognize and acknowledge there may be known or unknown  
39 pre-existing conditions on the Licensed Property and agree to hold each other harmless from  
40 any liability arising out of such conditions.

1 IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement on the  
2 dates below stated.

3  
4 **LICENSOR:**  
5 **CHAMORRO LAND TRUST**  
6 **COMMISSION**

**LICENSEE:**  
**TELEGUAM HOLDINGS, LLC**  
**DBA GTA**

7  
8  
9  
10 \_\_\_\_\_  
11 **PASCUAL A. SABLAN**  
12 Chairman,  
13 Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

14  
15  
16 ***APPROVED AS TO LEGALITY***  
17 ***AND FORM***

18  
19  
20 \_\_\_\_\_  
21 **ELIZABETH BARRETT-ANDERSON**  
22 Attorney General of Guam  
23  
24 Date: \_\_\_\_\_

***APPROVED:***

25  
26  
27  
28  
29  
30 \_\_\_\_\_  
31 **HONORABLE EDDIE BAZA CALVO**  
32 Governor of Guam  
33  
34 Date: \_\_\_\_\_  
35



**CHAMORRO LAND TRUST COMMISSION  
RESOLUTION NO. 2016-16**

***Declaration and Position of a License Agreement  
for TeleGuam Holdings, LLC, dba GTA, Submerged Land Use***

**WHEREAS**, Title 21, Guam Code Annotated, Chapter 75, Section 75107 (c), authorizes the Chamorro Land Trust Commission, the Licensor, to grant licenses for terms of not to exceed twenty-one (21) years to public utility companies; and

**WHEREAS**, except as otherwise provided by law, Licensor has jurisdiction over submerged lands transferred to the Government of Guam by the United States pursuant to the Territorial Submerged Lands Act, 48 USC 1700 et seq.; and

**WHEREAS**, TeleGuam Holdings, LLC, dba GTA, the Licensee, is a provider of telecommunications services in Guam for over sixty years serving residential, business, and local and federal government customers in Guam; and

**WHEREAS**, Licensee plays a critical role in providing international telecommunications connectivity, including access to the internet; and

**WHEREAS**, Licensee is a member of the South East Asia – US Cable System Consortium (the "Consortium"), which is endeavoring to build and implement a state of the art, high capacity fiber-optic submarine cable system connecting Guam, Philippines, Indonesia, Hawaii and USA to support critical communications requirements; and

**WHEREAS**, this new submarine cable will improve physical capacity of telecommunications connectivity between Guam and the world, which will result in improved telecommunications efficiency; and

**WHEREAS**, the submarine cable will also provide additional physical redundancy, which is critical to ensure that telecommunications remain viable during natural catastrophes and other emergency conditions; and

**WHEREAS**, Licensee, as the Consortium's designated landing party for Guam, has determined that the most efficient area to land the submarine cable is through the Tepungan channel and reef flat on Pedro C. Santos Memorial Park in Piti, Guam in order to reach Licensee's existing facility directly across Marine Corps Drive in Piti; and

**WHEREAS**, Licensee is currently seeking a U.S. Army Corps of Engineer permit for work in waters of the U.S. and is providing its Guam Coastal Management Program Consistency Certification application in accordance with the Coastal Zone Management Act; and

**WHEREAS**, Licensee is currently seeking a seashore clearance permit through the Guam Seashore Protection Commission, pursuant to the Seashore Protection Act of 1974 for work within the seashore reserve identified below; and,

**WHEREAS**, Licensee has reached an agreement with the Mayor of Piti and the Piti Municipal Planning Council for the use of Pedro C. Santos Memorial Park in Piti ("Santos Park"); and

**WHEREAS**, Licensor has determined that the uses proposed by the Licensee are appropriate use of the Tepungan reef flat and channel described herein; and

**WHEREAS**, license agreement shall include compensation over the term of the agreement to include an escalation rate of eight percent on each fifth year anniversary of the commencement date; and

**WHEREAS**, on \_\_\_\_\_, Licensor voted to approve the grant of a license to Licensee.

***NOW THEREFORE BE IT RESOLVED,***

1. The Chamorro Land Trust Commission Board of Commissioners approves the issuance of a license agreement to TeleGuam Holdings, LLC, dba GTA, for the purpose of laying a submarine cable on submerged lands controlled by the Chamorro Land Trust Commission; and
2. Licensee shall compensate Licensor for the use of the submerged lands for the duration of the terms of the license agreement; and
3. The license agreement shall not be for a period greater than twenty-one years but may be renewed upon written notice declaring intent and desire to enter negotiations to renew the agreement; and
4. The Chamorro Land Trust Commission Board of Commissioners transmits this Resolution, with the license agreement, to the Attorney General of Guam and the Governor of Guam for their respective approvals.

***DULY AND REGULARLY ADOPTED BY THE CHAMORRO LAND TRUST COMMISSION THIS \_\_\_\_\_ DAY OF OCTOBER 2016.***

\_\_\_\_\_  
**PASCUAL A. SABLAN, Chairman**  
Chamorro Land Trust Commission

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

\_\_\_\_\_  
**MICHAEL J.B. BORJA, Administrative Director**  
Chamorro Land Trust Commission

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

**CHAMORRO LAND TRUST COMMISSION**  
**Board of Commissioners Meeting**  
**October 6, 2016**

**Bill No. 374-33: Designate of Portion of Lot 5173, Tamuning as a Chamorro Shrine and the Reinterment of Ancestral Remains**

**1. FINDINGS:**

- a. Designates approximately 43,027 square meters (10.6 acres) from Oka Point (aka Ypao Point) for a Chamorro Shrine to reinter and entomb about 2000 ancient remains
- b. Portion of land being designated is shown on Exhibit A and is a large strip along the cliff/hill top of the lot
- c. The "Rock" being expressed as the interment site is also the location of one of Guam's original geodetic triangulation survey monument identified as "GGN0002."
- d. GGN0002 is the basis point for almost all surveys done in this portion of Guam and links to other geodetic triangulation survey monuments established on Guam during the US Naval Government era and is integral to the integrity of Land Cadastre.
- e. A secondary geodetic triangulation survey monument identified as "GGN1767" is also on this proposed area
- f. Estimated assessed value: \$5,437,630
- g. This site has been proposed for commercial use by CLTC
- h. Bill does not authorize any funds to pay for the cost of a survey of this lot portioning

**2. RECOMMENDATIONS:**

- a. Geodetic triangulation survey monuments must be preserved
- b. Use another lot for the Chamorro Shrine
  - (1) Lot 5173-1-R2NEW-4, Tamuning, 4,129 square meters but size can be adjusted. This is located on the southern edge of the proposed area behind the Healing Hearts facility
  - (2) T1722, B3, LR17, Mangilao in the area currently being proposed as a biodiversity conservation easement for Hatdin Amot Chamorro. This lot is 35 acres and the shrine could be placed in a more serene location
- c. Express the CLTC position with a resolution
- d. Require legislative funding authorization to survey the selected lot

GGN1767

GGN0002

LOT 5173-1-R2-NEW-R6  
A=153,463±SM  
A=37±ACRES

A=43,027±SM  
10± Acres

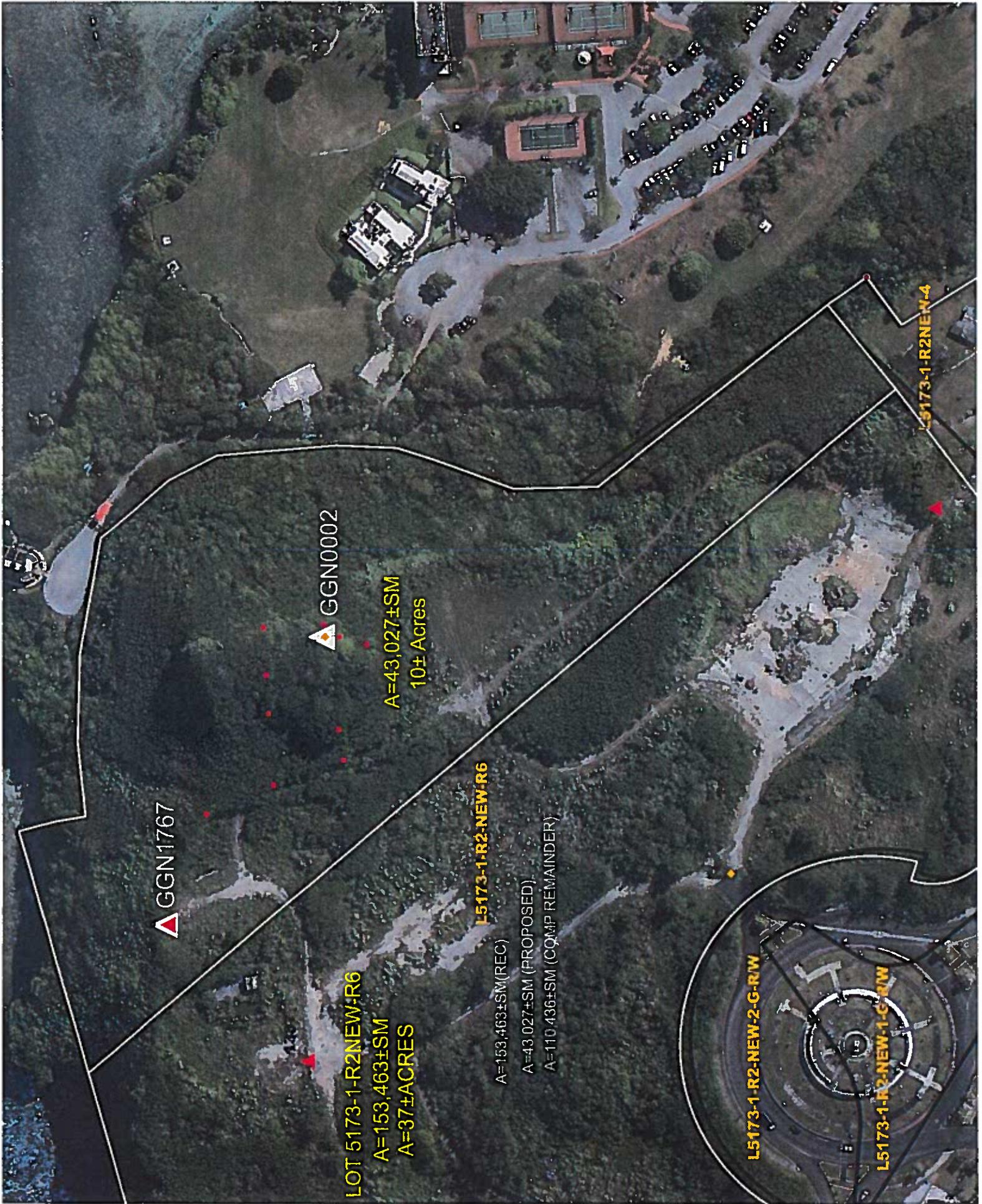
L5173-1-R2-NEW-R6

A=153,463±SM (REC)  
A=43,027±SM (PROPOSED)  
A=110,436±SM (COMP REMAINDER)

L5173-1-R2-NEW-2-G-RW

L5173-1-R2-NEW-1-G-RW

L5173-1-R2-NEW-4



**CHAMORRO LAND TRUST COMMISSION**  
**Board of Commissioners Meeting**  
**October 6, 2016**

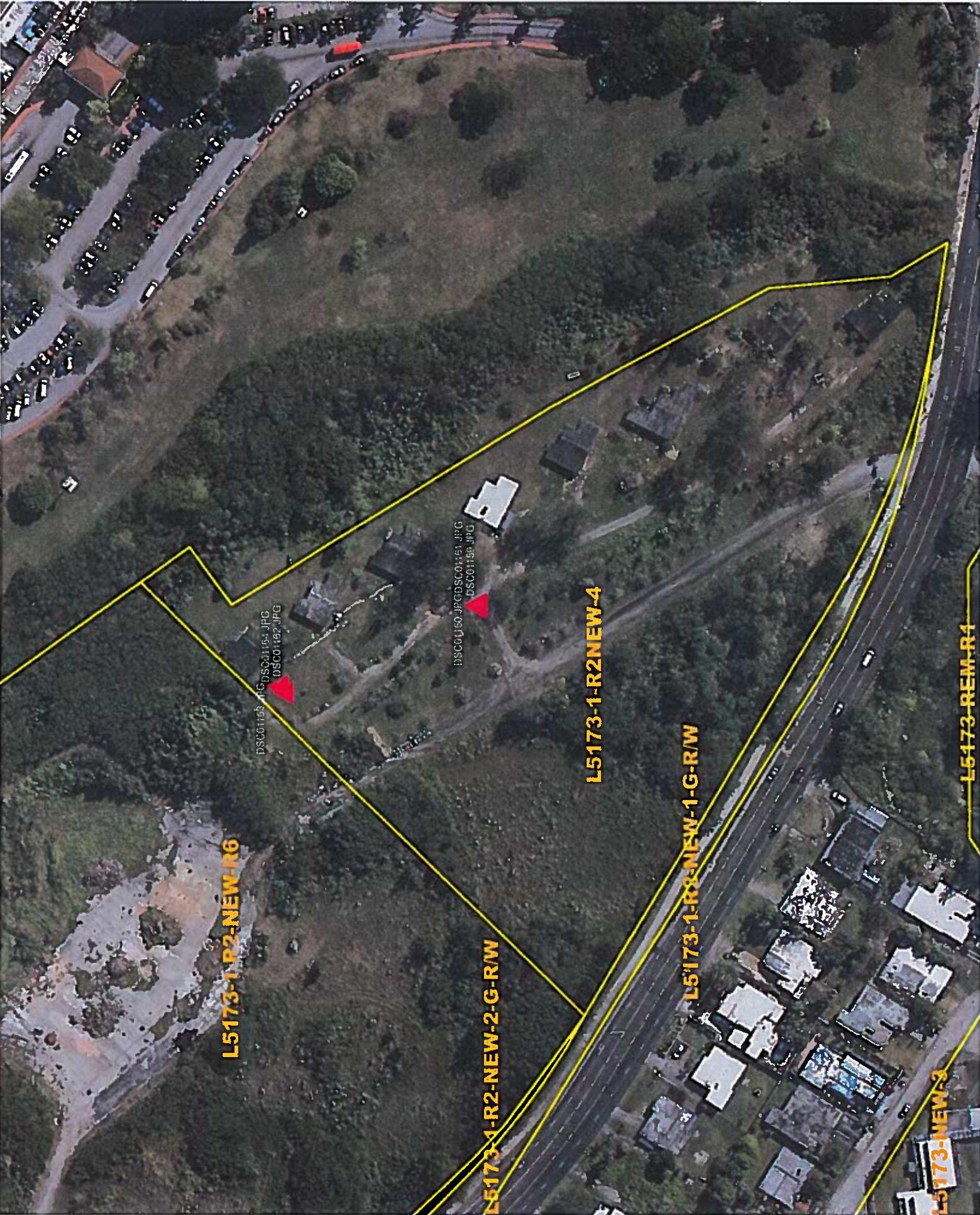
**Bill No. 375-33: Designate of Portion of Lot 5173, Tamuning to Lease to Kotturan Chamoru**

**1. FINDINGS:**

- a. Designates approximately 34,419 square meters (8.5 acres) from Oka Point (aka Ypao Point) for lease to Inadahen I Lina'la' Kotturan Chamoru, Inc., a nonprofit corporation, Department of Revenue and Taxation Charter No. D-15191.
- b. Lease is for 99 years with no termination provisions at \$1 per year
- c. Bill does not define the use of the land by this corporation
- d. Bill does not provide a reversionary clause in the event the designated lessee fails to use the property in accordance with its charter
- e. Portion of land being designated is shown on Exhibit A and is a large strip along the cliff/hill top of the lot
- f. Estimated assessed value: \$4,349,775
- g. This site has not been proposed for commercial use by CLTC
- h. Inadahen I Lina'la' Kotturan Chamoru, Inc., a nonprofit corporation, is required by law to file annual reports to the Department of Revenue and Taxation but failed to file a report in 2015 and 2016
- i. According to the DRT, this organization has not filed any changes to its officers/directors
- j. Inadahen I Lina'la' Kotturan Chamoru, Inc. is currently engaged in a license agreement with the Chamorro Land Trust Commission under the following terms:
  - a. Not to exceed 5 years from December 1, 2006 to December 1, 2011 with 3 successive 5 year options to extend
  - b. Written notice requesting to extend is required but licensee did not exercise their option to extend and has been using the facility ever since
  - c. Payment terms of the license is 5% of each dollar collected as an entrance fee

**2. RECOMMENDATIONS:**

- a. Contractual terms should be for 20 years with 4 options to renew
- b. Lessee organization must maintain nonprofit status
- c. Lessee organization must be current on all necessary reports and a copy of files reports furnished to the CLTC
- d. Lessee shall not assign, transfer, or sublease
- e. Reversionary clause shall be added in the event the designated lessee fails to use the property in accordance with its charter, defaults on the terms of the lease, or fails to maintain its nonprofit status



L5173-1-R2-NEW-R6

L5173-1-R2-NEW-2-G-R/W

L5173-1-R2-NEW-4

L5173-1-R3-NEW-1-G-R/W

L5173-REM-R4

L5173-NEW-3

DSC01164.JPG  
DSC01162.JPG

DSC01160.JPG  
DSC01161.JPG  
DSC01166.JPG

**CHAMORRO LAND TRUST COMMISSION  
Board of Commissioners Meeting  
October 20, 2016**

**Inadahen I Lina'la Kotturan Chamoru License**

**1. FINDINGS:**

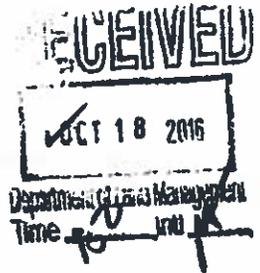
- a. Designates approximately 34,419 square meters (8.5 acres) from Oka Point (aka Ypao Point) for lease to Inadahen I Lina'la' Kotturan Chamoru, Inc., an nonprofit corporation, Department of Revenue and Taxation Charter No. D-15191.
- b. Lease is for 99 years with no termination provisions at \$1 per year
- c. Bill does not define the use of the land by this corporation
- d. Bill does not provide a reversionary clause in the event the designated lessee fails to use the property in accordance with its charter
- e. Portion of land being designated is shown on Exhibit A and is a large strip along the cliff/hill top of the lot
- f. Estimated assessed value: \$4,349,775
- g. This site has not been proposed for commercial use by CLTC
- h. Inadahen I Lina'la' Kotturan Chamoru, Inc., an nonprofit corporation, is required by law to file annual reports to the Department of Revenue and Taxation but failed to file a report in 2015 and 2016 until October 17, 2016
- i. Inadahen I Lina'la' Kotturan Chamoru, Inc. is currently engaged in a license agreement with the Chamorro Land Trust Commission under the following terms:
  - a. Not to exceed 5 years from December 1, 2006 to December 1, 2011 with 3 successive 5 year options to extend
  - b. Written notice requesting to extend is required but licensee did not exercise its first option to extend and has been using the facility ever since
  - c. Payment terms of the license is 5% of each dollar collected as an entrance fee
  - d. Licensee submitted a letter, dated October 12, 2016, requesting to exercise its second option to extend the license agreement another five years (see reverse page)

**2. ACTION REQUIRED:**

- a. Determine if request to exercise second option to extend license agreement for another five years should be accepted
- b. Set period of time when all necessary report filings and financial disclosure publications must be received by CLTC
- c. Receive a business plan for use of the land and activities licensee will engage in
- d. Other actions as requested by the board



MS 10/18



**Inadahen I Lina'la Kotturan Chamoru**  
P.O. Box 130  
Hagåtña, Guam 96932

October 12, 2016

Michael J.B. Borja  
Administrative Director  
Chamorro Land Trust Commission  
Department of Land Management, Government of Guam  
Tamuning, Guam 96931

Hafa adai Mr. Borja,

On behalf of our nonprofit organization, Inadahen I Lina'la Kotturan Chamoru, Incorporated, we are writing to respectfully request an extension of our license agreement issued by the Chamorro Land Trust Commission for Lot 5173-1-R2New-4, in the Municipality of Tamuning, where we manage and operate Sagan Kotturan Chamoru (SKC), the Chamoru cultural center. We respectfully request to extend the license for the first period of 5 years (2011-2016) and second period of 5 years (2016-2021), as outlined in our License Agreement, made effective December 1, 2006.

Our organization has dedicated countless hours and resources over the past ten years, with the first 8 years committed to improving and upgrading the property and facilities. We opened to the public in 2014, and have worked over the past two years providing numerous tours, workshops, demonstrations, and other programs with school groups, language students, cultural education groups, artists, seafarers, healers, visitors, and more. SKC also played a vital role during the Festival of the Pacific Arts, hosting delegations from throughout the region, without financial support or compensation. We have provided all of these services without charging entrance fees or rental fees, or generating any other forms of income, other than donations for repairs and water.

We remain registered licensees for the lot and, until recently, have maintained our filing of reports. Since no revenues have been generated or collected at SKC, there are no payment obligations to be met at this time. Our board members remain committed to the payment agreement, as well as updating all reports to the Department of Revenue and Taxation and the Commission, and maintaining our tax-exempt status.

We sincerely appreciate your consideration of our request. We look forward to working with you and to your response. Thank you and Un Dangculo' Na Si Yu'os Ma'ase.

Best regards,

Anya Marie B. Arceo, President

Raphael Unpingco, Vice-President

Attachments:

- Annual Reports Filed with the Guam Department of Revenue and Taxation
- List of Activities, Audiences, and Estimated Project Value

**Summary of Appraisals  
for Chamorro Land Trust Commission Lands  
Authorized to be Transferred With Compensation to  
Guam Waterworks Authority**

<b>GWA Santa Rita Appraisals P.L. 33-172</b>	
<b>Lot 470-R3, Municipality of Santa Rita (2,855 sq m)</b>	
1. Micronesian Appraisals	\$116,000
Dated: October 10, 2016	
As Zone "R1"	
2. Cornerstone Valuation	\$74,000
Dated: September 22, 2016	
As Zone "R1"	
<b>FAIR MARKET VALUE</b>	<b>\$95,000</b>

<b>GWA Astumbo Appraisals P.L. 33-173</b>	
<b>Portion of Lot 10164-1, Municipality of Dededo (1,852 sq m)</b>	
1. Micronesian Appraisals	\$80,000
Dated: August 30, 2016	
As Zone "A"	
2. Captain & Associates	\$49,000
Dated: September 26, 2016	
As Zone "A"	
<b>FAIR MARKET VALUE</b>	<b>\$64,500</b>

<b>GWA Tamuning Appraisals P.L. 33-174</b>	
<b>Lot 5075-REM-A NEW 1, Municipality of Tamuning (5,686 sq m)</b>	
1. Micronesian Appraisals	\$360,000
Dated: August 30, 2016	
As Zone "R2"	
2. Captain & Associates	\$360,000
Dated: September 23, 2016	
As Zone "R2"	
<b>FAIR MARKET VALUE</b>	<b>\$360,000</b>

**TOTAL \$519,500**

# Chamorro Land Trust Commission – Inspection Report

<b>PARCEL:</b> (Lot, Blk., Tract) Lot 10164	<b>Municipality:</b> Dededo	<b>Date of Inspection:</b> 10/20/2016		
<b>Land Agent(s):</b> GE/MLG				
<b>COMMISSION APPROVED PLAN:</b>				
<input checked="" type="checkbox"/> Planned Development – Agricultural	<input type="checkbox"/> Planned Development - Commercial			
<input type="checkbox"/> Planned Development – Single Family	<input type="checkbox"/> Parks			
<input type="checkbox"/> Planned Development – Multi-Family	<input type="checkbox"/> Government			
<b>LAND USE OBSERVATIONS:</b>				
<input checked="" type="checkbox"/> Farming	<input type="checkbox"/> Government, Local			
<input type="checkbox"/> Ranching	<input type="checkbox"/> Government, Federal			
<input checked="" type="checkbox"/> Single Family Residential	<input type="checkbox"/> Industrial			
<input type="checkbox"/> Multi-Family Residential / Total Units: _____	<input type="checkbox"/> Undeveloped			
<input type="checkbox"/> Commercial / Type: _____				
<input checked="" type="checkbox"/> Other, specify:				
<b>NAME OF OCCUPANT:</b> CRUZ JOSEPH D.	<b>Telephone:</b>			
<b>LUP# (If any):</b>	<b>Name of LUP Holder:</b>			
Percentage of parcel used: <b>Approximately 1.5 acre used for farming.</b>				
<b>UTILITIES SERVICED:</b>				
<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Power	<input type="checkbox"/> Sewer	<input type="checkbox"/> Telephone	<input type="checkbox"/> Septic Tank
<b>STRUCTURES:</b>				
<input type="checkbox"/> Concrete	<input type="checkbox"/> Semi-concrete	<input checked="" type="checkbox"/> Wood/Tin	<input type="checkbox"/> Approximate Size:	
<input type="checkbox"/> Fully Improved	<input type="checkbox"/> Semi-Improved	<input type="checkbox"/> Unimproved	<input checked="" type="checkbox"/> Trail	
<b>COMMENTS:</b> Site inspection conducted 10/20/16.				
<b>Site inspection findings are as follows:</b>				
1. Site inspection of subject lot confirms Notice of Violation issued by Guam Environmental Protection Agency (GEPA).				
2. Farming activity does not support five (5) acres ground lease agreement.				
3. Recycle goods and construction materials found on premises.				
4. Burning of miscellaneous items without a valid permit.				

# GUAM ENVIRONMENTAL PROTECTION AGENCY

AHENSIAN PRUTEKSION LINA'LA GUAHAN

EDDIE BAZA CALVO  
GOVERNOR OF GUAM

RAY TENORIO  
LT. GOVERNOR OF GUAM

P.O. BOX 22439 BARRIGADA, GU 96921

EPA.GUAM.GOV



RECEIVED

OCT 19 2016

OCT 19 2016

Department of Land Management  
Time 3:40 PM

MO 10/20

Mr. Joseph D. Cruz  
Property Owner  
P.O. Box 7037  
Tamuning, Guam 96931

**RE: Notice of Violation, Order of Compliance and Administrative Penalty Order**  
**NOV/OC/APO No. 16-029**

Dear Mr. Joseph D. Cruz:

You are hereby advised that this Notice of Violation/Order of Compliance/Administrative Penalty Order NOV/OC/APO No. NOV16-029 is being issued to you, for solid waste violations observed on Lot 1010-64, located along Ysengsong Road, in the municipality of Dededo.

Guam EPA is charged with the responsibility of implementing the Solid Waste Management and Litter Control Act (SWMLCA), as amended, Chapter 51 of Title 10, Guam Code Annotated (G.C.A.), Public Law No. 23-64, and the Guam Hazardous Waste Management Regulations, Chapter 30, Title 22, Division 6, Guam Administrative Rules and Regulations (GHWMR).

10 G.C.A. Ch. 51, Section 51103(a)(9) states that, "The Agency shall have the authority under this Act to prepare, issue, modify, remove, and enforce orders for compliance with any of the provisions of this Chapter, or of any rules and regulations issued pursuant thereto, and requiring the taking of such remedial measures for solid waste management as may be necessary or appropriate to implement or effectuate the provisions and purposes of this Chapter".

10 G.C.A. Ch. 51, § 51103(a)(10) states "The Agency shall have the authority under this Act and other laws of Guam, pursuant to the Administrative Adjudication Law, to impose and collect penalties against any person for the violation of any of its rules, regulations or compliance orders issued under this Chapter."

10 G.C.A. Ch. 51, § 51115(b) states "Solid Waste-Civil Penalties. Any person who violates any solid waste management provision of this Chapter, or any valid solid waste management rule or regulation promulgated under this Chapter, or who refuses or neglects to comply with any lawful order issued by the Administrator in carrying out the provisions of this Chapter shall, in addition to clean-up costs and other damages, forfeit and pay a civil penalty of not more than \$1,000 per day for each violation or noncompliance."

10 G.C.A. Ch. 51, § 51115(e) states in relevant part "Administrative Penalties." In addition to any other administrative or judicial remedy provided by this Chapter, or by rules adopted under this

Chapter, the Administrator is authorized to impose by order the penalties specified in § 51115(b) and (d) respectively.”

On September 23, 2016 Guam EPA received a complaint of illegal activities with municipal solid waste on the aforementioned lot. In response, representatives from Guam EPA conducted a solid waste investigation and the findings are detailed in the attached Compliance Evaluation Investigation report.

A detailed Compliance Evaluation Investigation report and photos of the investigation conducted at the site are enclosed.

### **NOTICE OF VIOLATIONS**

Based on the above and foregoing facts, as well as those contained in the enclosed investigation report, you are in violation of the following sections of the Guam Solid Waste Management and Litter Control Act, as amended, Chapter 51 of Title 10 G.C.A. and the Guam Solid Waste Collection Rules and Regulations. The statutes and regulations that have been violated are cited below and, together with the facts, are the basis for this Notice of Violation, Order of Compliance, and Administrative Penalty Order (NOV/OC/APO).

1. Section 51110(a)(1) states that “It shall be unlawful for any person to violate any provision of this Chapter or any rule, regulation, standard, or order issued pursuant to this Chapter.”
  - Joseph D. Cruz has violated provisions of the Solid Waste Management and Litter Control Act, as described above and below, and in the attached investigation report.
2. Section 51110(a)(3) states that “It shall be unlawful for any person to place or allow to be placed, any solid waste upon the highways, public or private property contrary to the provisions of this chapter.”
  - Joseph D. Cruz allowed the placement of solid wastes, consisting of junk vehicles, metals tires, plastics, white goods, electronics, house hold waste and wood waste located on aforementioned property contrary to law, as described above and below, and in the attached investigation report.
3. Section 51110(a)(5) states that “it shall be unlawful for any person to store, collect, transport, process, or dispose of solid waste in such a manner as to degrade the environment, create a public nuisance, create a health or safety hazard, or violate any provisions of this Chapter;
  - Joseph D. Cruz stored, disposed, and burned solid waste in a manner to degrade the environment, create a public nuisance, and health and safety hazard.
4. Section 51110(a)(8), states that, “No person shall destroy or attempt to destroy by burning, except in an incinerator, RRF or plasma torch facility the construction and operation of which is approved by the Administrator, or as may otherwise be authorized by the Administrator, any garbage, dead animals or other offensive substances, the burning of

which may give off foul and noisome odor. Nothing in this Section shall preclude the burning of trees, brush, grass and other vegetable matter authorized by the Administrator."

- Joseph D. Cruz burned solid waste specifically, house hold waste, tires, scrap metals, glass, plastics, and wood waste without the authorization of the Administrator of Guam EPA.

### **ORDER OF COMPLIANCE**

Based on the violations cited above, Guam EPA hereby requires **Joseph D. Cruz** to perform the following remedial measures within the time frames stated below, from the date of receipt of this Order:

- Immediately cease all illegal storage/dumping and burning activity of solid waste on aforementioned lot;
- Within 7 days of receipt of this order, segregate, excavate (if applicable), and remove all solid waste (junk vehicles, metals tires, plastics, white goods, electronics, and house hold waste) from the above referenced lot and properly dispose of these wastes only at Guam EPA permitted Solid Waste Management Facilities;
- Provide disposal receipts to Guam EPA confirming the final disposition of the solid wastes; and
- Meet with Guam EPA officials to discuss your level of effort in complying with the remedial measures, settlement and administrative penalties within fifteen (15) calendar days of the receipt of this notice.

This Order of Compliance is issued under the authority of the Solid Waste Management and Litter Control Act, as amended, 10 G.C.A. § 51103(a)(9). If any of the above objectives are not accomplished in the specified time, additional administrative penalties may be assessed.

Nothing in this Order of Compliance limits the ability of the Guam EPA to enforce any and all provisions of applicable Guam laws and regulations. Guam EPA does not waive any rights or remedies available to it.

Failure to comply with this Compliance Order may subject you to additional administrative, civil or criminal penalties, as deemed necessary and appropriate.

### **ADMINISTRATIVE PENALTY ORDER**

In addition to this Notice of Violation/Order of Compliance, the Administrator of Guam EPA, pursuant to 10 G.C.A. § 51115 (b) and (e), hereby imposes an administrative penalty. Based on the inspections and the violations identified on the inspection date, the maximum administrative penalty for solid waste is up to \$1,000 per day, per solid waste violation, for four (4) violations. The Administrator has used the statutory factors in assessing the amount of the penalty. The factors include, but are not limited to, the nature and history of these and prior violations, and the opportunity, difficulty and history of taking corrective action. The factor of whether the solid wastes are hazardous wastes is not included.

If you believe you can meet the mitigating factors identified in the law for a lower penalty than that hereby imposed, then you may petition the Administrator for a penalty adjustment. A Petition for a Penalty Adjustment must reference the mitigating factors in the law, state the mitigating circumstance, and provide evidence (e.g., documents, sworn statements, pictures) of the mitigating circumstance. The petition must be in writing and submitted to the Administrator within fifteen (15) days of receipt of this Administrative Penalty Order. A Petition for Penalty Adjustment is a different process than the Notice of Intent to Appeal, also known as a Notice of Defense.

You are presumed under the law to be able to pay the penalty. The burden is upon you of proving that you do not have the ability to pay the penalty. If you believe that you are unable to pay the penalty, then you may file an Inability to Pay Statement with the Administrator. The Inability to Pay Statement must be sworn under penalty of perjury and must provide the supporting financial documentation (e.g., financial statement, tax returns). The Inability to Pay Statement is a different process than the Petition for a Penalty Adjustment, and different than the Notice of Intent to Appeal also known as a Notice of Defense. The Inability to Pay Statement must be submitted to the Administrator within fifteen (15) days of receipt of this Administrative Penalty Order.

The penalty amount is due and owing fifteen (15) calendar days from the date of receipt of this Administrative Penalty Order. The payment due date will be stayed upon the timely filing of a Notice of Intent to Appeal also known as a Notice of Defense, or of a complete Petition for Penalty Adjustment, or an Inability to Pay Statement, until such time as a decision is rendered on the Notice of Intent to Appeal/Notice of Defense, or until the Administrator issues a decision regarding the Petition for Penalty Adjustment, or Inability to Pay Statement.

Failure to comply with this Administrative Penalty Order may subject you to additional administrative penalties or civil or criminal actions as described above.

### **NOTICE OF RIGHT TO APPEAL**

You may file within fifteen (15) calendar days of the date of this Notice of Violation/Order of Compliance/Administrative Penalty Order, a Notice of Intent to Appeal also known as a Notice of Defense with the Guam EPA's Board of Directors, setting forth in such Notice of Intent to Appeal/Notice of Defense, a verified petition outlining the legal and factual basis for such an appeal. A form copy of the Notice of Intent to Appeal, also known as a Notice of Defense, is attached for your convenience.

Unless a written request for a hearing signed by or on behalf of the person, agency or business entity named above in this Notice of Violation/Order of Compliance/Administrative Penalty Order is made by delivering the enclosed form entitled "Notice of Intent to Appeal (a/k/a Notice of Defense)", or by delivering a notice of defense as provided in 5 G.C.A. Ch. 9, section 9205, to Guam EPA within fifteen (15) calendar days after the Notice of Violation/Order of Compliance/Administrative Penalty Order

was personally served on you or mailed to you, Guam EPA may proceed upon the Notice of Violation/Order of Compliance/Administrative Penalty Order without a hearing.

The Notice of Intent to Appeal and verified petition, also known as a Notice of Defense (a copy of which is enclosed for your convenience), which is a request for hearing, or a Petition for Penalty Adjustment or Inability to Pay Statement, may be made by delivering the enclosed form entitled "Notice of Intent to Appeal also known as a Notice of Defense", or by a notice of defense as provided in 5 G.C.A. Ch.9, section 9205, to the following address:

**Guam Environmental Protection Agency Board of Directors  
C/o Administrator  
Attn: Air & Land Division  
Guam Environmental Protection Agency  
17-3304 Mariner Avenue, Tiyan  
Barrigada, Guam 96921**

The Guam EPA's Board shall then hold a public hearing, not more than sixty (60) days after receipt of such Notice of Intent to Appeal/Notice of Defense, at which time you may appear and present evidence in person or through counsel in support of this petition.

Failure to file a Notice of Intent to Appeal and Verified Petition within the period specified above will constitute a waiver of your right to a hearing. This also applies if you fail to attend or to participate in a hearing that you have requested. Without further notice to you the Order of Compliance and Administrative Penalty Order will become final and the Agency may proceed upon the Orders without a hearing.

If you have any questions concerning the technical aspects of this letter, please contact the Solid Waste Management Program at 300-4751.

Sincerely,



**WALTER S. LEON GUERRERO**  
Administrator

Enclosures:      Inspection Report  
                         Notice of Intent to Appeal (aka Notice of Defense)

cc:                CHRONO/SWMP FILE



# GUAM ENVIRONMENTAL PROTECTION AGENCY

AIHENSIAŃ PRUTEKSION LINA'LA GUAHAN

EDDIE BAZA CALVO  
GOVERNOR OF GUAM

RAY TENORIO  
LT. GOVERNOR OF GUAM

P.O. BOX 22439 BARRIGADA, GU 96921

EPA.GUAM.GOV

## Solid Waste

### Compliance Evaluation Inspection Report

**Purpose:** NOV/OC/APO No.16-029

**Date of Investigation:** September 23, 2016

**Facility Name:** N/A

**EPA ID Number:** N/A

**Site Location:** Portion of Lot 1010-64, Dededo, Guam

**Owner:** Mr. Joseph D. Cruz

**Property Manager:** N/A

**Alleged Violator:** Mr. Joseph D. Cruz

**Mailing Address:** Post Office Box 7037, Tamuning, Guam 96931

**Contact Number:**

**GEPA Representatives:** Glenn San Nicolas

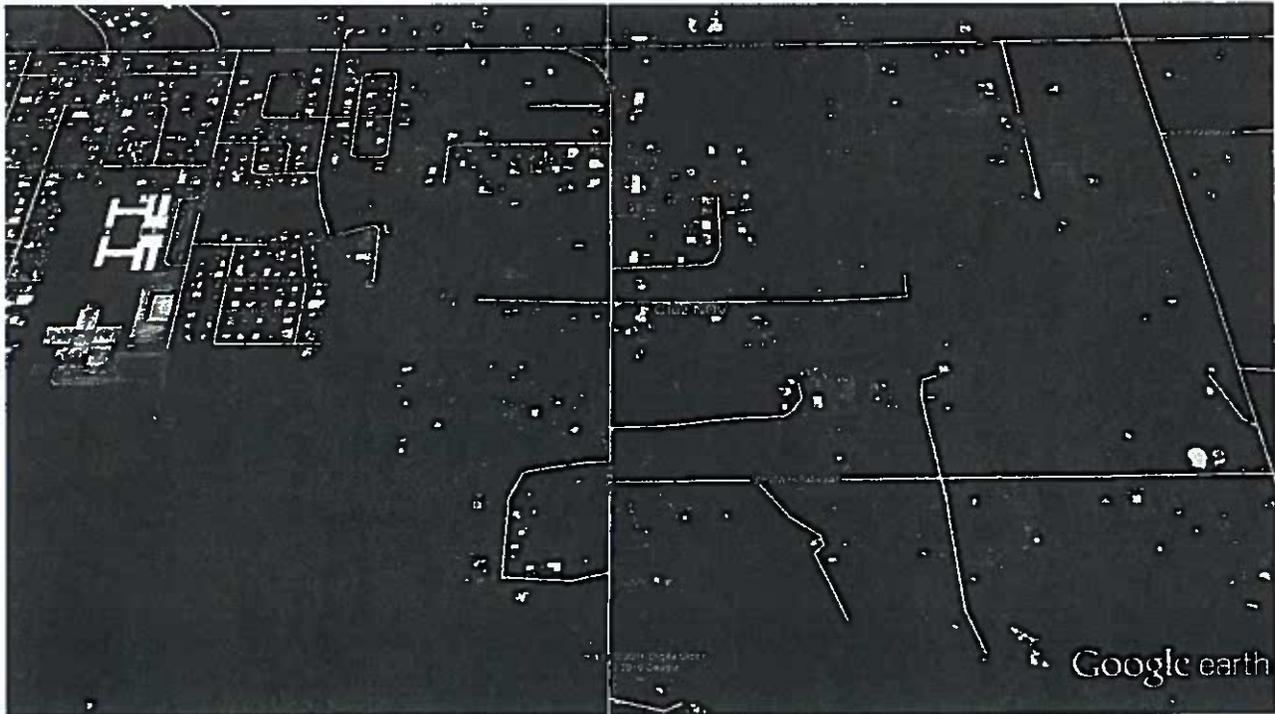
**Phone:** 300-4751

**Report Date:** 9-23-2016

**Joseph D. Cruz**

**Lot 1010-64, Dededo, Guam**

**Illegal Dumping Site Map**



**Figure 1**  
**INSPECTION**

On September 23, 2016, Guam EPA responded to a complaint received from the Guam Fire Department alleging the burning of solid waste off Ysengsong Road (Lot 1010-64) in the municipality of Dededo. In response, a representative from Guam EPA conducted a solid waste Compliance Evaluation Inspection.

During the investigation, Guam EPA was accompanied by Mr. Joseph D. Cruz, owner of the property, and observed the burn area measuring approx. (30' x 10') reported by the Guam Fire Department. Miscellaneous solid waste were observed near the burn area such as wood waste, scrap metals, tires, and plastics. Within the burn area, remnants of fiberglass and MSW were noted.

Guam EPA also observed were evidence of two other areas located between the rear of the property and the house containing similar burnt waste residuals. In addition, approximately 50 spent fire extinguishers, approx. 70 waste tires, steel belt wires from tires, and misc. construction demolition debris, smashed television screens and electronics and misc. solid waste in the vegetation were observed surrounding the property. Also noted were approx. 20 junk vehicles and or remanence/parts of vehicles.

Photos of the inspection were taken.

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 1**

**Date Taken: 9-23-2016**

**Location: West side (rear) of the property**

**Description: Burnt pile 1(GFD response site) of misc. solid waste, metals and tires**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 2**

**Date Taken: 9-23-16**

**Location: West side (rear) of the property**

**Description: Burnt solid waste trash and misc. scrap metals**

Lot No. 1010-64

Dededo, Guam



**Photo No. 3**

**Date Taken: 9-23-2016**

**Location: West of the property (back side)**

**Description: Burt Pile 2 consisting of similar burnt waste/ Waste tires, metal drums and misc. plastic debris along the vegetation.**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 4**

**Date Taken: 9-23-2016**

**Location: West of the property (back side)**

**Description: Burt Pile 3 consisting of similar burnt waste/ Waste tires, metal drums and misc. plastic debris along the vegetation.**

Lot No. 1010-64

Dededo, Guam



**Photo No. 5**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) between the burn area 1 and the house**

**Description: Misc. metals in the bin (tire steel belt removed from the tire) spent fire extinguishers. tires along the vegetation**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 6**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) between the burn area 1 and the house**

**Description: Misc. plastic debris, and metal drums in the vegetation**

Lot No. 1010-64

Dededo, Guam



**Photo No. 7**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) between the burn area 1 and the house**

**Description: Misc. plastic debris construction debris, and misc. solidwaste in the vegetation**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 8**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) between the burn area 1 and the house**

**Description: Tires and overturned vehicle along the vegetation. Collected from the residence.**

Lot No. 1010-64

Dededo, Guam



**Photo No. 2**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) between the burn area 1 and the house**

**Description: Misc. cylinders, and electronic debris in the vegetation**

Lot No. 1010-64

Dededo, Guam



**Photo No. 10**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) just past burn site 1**

**Description: Junk vehicles in the vegetation**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 11**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) between the burn area 1 and the house**

**Description: Burn area 3. junk car**

Lot No. 1010-64

Dededo, Guam



**Photo No. 12**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) between the burn area 3 and the house**

**Description: Junk car and misc. parts**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 13**

**Date Taken: 9-23-2016**

**Location: West of the property (back side) between the burn area 3 and the house**

**Description: Junk vehicles**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 14**

**Date Taken: 9-23-2016**

**Location: South west of the property (side)**

**Description: Junk vehicles and bus 1**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 15**

**Date Taken: 9-23-2016**

**Location: South west of the property (side)**

**Description: Junk vehicles and bus 2, waste tires**

**Lot No. 1010-64**

**Dededo, Guam**



**Photo No. 16**

**Date Taken: 9-23-2016**

**Location: South west of the property (side)**

**Description: Junk vehicles and a pile of stuff**



Guam Environmental Protection Agency  
 P.O. Box 22439, GMF,  
 Barrigada, Guam 96921



## NOTICE OF INTENT TO APPEAL (AKA NOTICE OF DEFENSE)

I, \_\_\_\_\_, have received your Notice of Violation, Order of Compliance and/or Administrative Penalty Order dated \_\_\_\_\_, charging me for violations and/or imposing penalties and/or other orders, and I wish to:  
 (Please check appropriate sections)

**A. Request for a hearing and**

- 1. Object to the accusation on the ground that it does not state acts or omissions upon which the Agency can proceed.
- 2. Object to the form of the accusation on the ground that it is so indefinite or ambiguous that I cannot identify the infraction or prepare my defense.
- 3. Wish to prepare new matter in my defense.
- 4. Admit to the accusation in part.

**B. Admit to the accusation in whole.**

**C. Verified Petition: Under penalty of perjury I hereby declare that the following constitutes my legal and factual basis for this appeal:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[please continue on blank sheet of paper if more space is needed and attach to this paper]

My mailing address is:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE

DATE

GUAM EPA CASE NO.: NOV/OC/APO No. NOV16-029

Chamorro Land Trust Commission  
August 2016 Revenue Collection Report

Date	POS Receipt #	Account No.	Account Name	Amount	Name
08/01/16	2216116167	3624-52101	Application Fee	\$50.00	Joseph S. Topasna
08/08/16	2216119222	3624-52101	Application Fee	\$50.00	Alysse M. Mateo
08/09/16	2216120310	3624-52101	Application Fee	\$50.00	Gerald Hodges
08/12/16	2216121569	3624-52101	Application Fee	\$50.00	Rachellynn Marie Cruz
08/16/16	2216123420	3624-52101	Application Fee	\$50.00	Quichocho Dan August
08/22/16	2216125248	3624-52101	Application Fee	\$100.00	Arthur A. Fejarang
08/23/16	2216126111	3624-52101	Application Fee	\$50.00	Rosalani Duenas Centeno
08/23/16	2216126285	3624-52101	Application Fee	\$50.00	Sheera Marie Mendiola
08/25/16	2216127307	3624-52101	Application Fee	\$50.00	Gabriel Guerrero
08/29/16	DLM16015435	3624-52101	Application Fee	\$50.00	Jesus T. Terlaje
08/31/16	DLM16015440	3624-52101	Application Fee	\$50.00	Katrina Rios Borja
			<b>TOTAL</b>	<b>\$600.00</b>	
08/01/16	J160611805	3624-54201	Commercial Lease	\$769.68	IT&E
08/04/16	DLM16015355	3624-54201	Commercial Lease	\$1,348.68	KM Broadcasting of Guam
08/05/16	2216118826	3624-54201	Commercial Lease	\$4,445.40	Hawaiian Rock Products
08/05/16	2216118822	3624-54201	Commercial Lease	\$4,000.00	The Guam Racing Federation
08/11/16	2216121399	3624-54201	Commercial Lease	\$1,592.70	Docomo Pacific
08/11/16	2216121400	3624-54201	Commercial Lease	\$850.00	Moylan
08/12/16	2216122009	3624-54201	Commercial Lease	\$21,858.25	Guam International Country Club, Inc.
08/16/16	2216122819	3624-54201	Commercial Lease	\$1,039.08	Choice Phone, LLC
08/16/16	2216123413	3624-54201	Commercial Lease	\$3,500.00	Agfayan, Inc.
08/30/16	2216128962	3624-54201	Commercial Lease	\$1,335.51	United States Postal
			<b>TOTAL</b>	<b>\$40,739.30</b>	
08/31/16	1622410210	3624-54101	Interest Income	\$171.82	J160611976 / Aug '16 Interest for various bank account
			<b>TOTAL</b>	<b>\$171.82</b>	
08/08/16	2216119459	3624-54202	Land Lease	\$10.00	Nauta Jesse C.
08/08/16	DLM16015571	3624-54202	Land Lease	\$12.00	Eliza Meno San Nicolas
08/15/16	2216122561	3624-54202	Land Lease	\$20.00	Ana Aguon Deraco
08/25/16	DLM16015423	3624-54202	Land Lease	\$25.00	Clarissa Tudela
08/30/16	2216128997	3624-54202	Land Lease	\$15.00	Judy Ann Rosario Benavente
			<b>TOTAL</b>	<b>\$82.00</b>	
08/19/16	2216125181	3669-57001	CLT - Sale of Gov't Land	\$3,427.35	Therese Manglona
08/24/16	2216127012	3669-57001	CLT - Sale of Gov't Land	\$60.00	Annie Arizola
08/24/16	2216127013	3669-57001	CLT - Sale of Gov't Land	\$70.00	Annie Arizola
08/24/16	2216127014	3669-57001	CLT - Sale of Gov't Land	\$100.00	Annie Arizola
08/31/16	DLM16015442	3669-57001	CLT - Sale of Gov't Land	\$32.54	Jesse C. Naputi
			<b>TOTAL</b>	<b>\$3,689.89</b>	
			<b>GRANT TOTAL</b>	<b>\$45,283.01</b>	

Chamorro Land Trust Commission  
September 2016 Revenue Collection Report

Date	POS Receipt #	Account No.	Account Name	Amount	Name
09/01/16	16015444	3624-52101	Application Fee	\$50.00	Lani Mae Hernandez
09/12/16	16015478	3624-52101	Application Fee	\$50.00	Jermain Jathon Aguigui Mendiola
09/13/16	2216134226	3624-52101	Application Fee	\$50.00	Frank F. Cruz
09/14/16	2216134974	3624-52101	Application Fee	\$50.00	Anthony N. Gumataotao
09/14/16	2216134974	3624-52101	Application Fee	\$50.00	Tamisha J. Gumataotao
09/15/16	2216135518	3624-52101	Application Fee	\$50.00	Dominican S. Banks
09/16/16	2216136401	3624-52101	Application Fee	\$50.00	Grace M. Christman
09/16/16	2216136418	3624-52101	Application Fee	\$100.00	Wells, Elaine
09/21/16	2216138418	3624-52101	Application Fee	\$50.00	Matilde Taitano Jesus
09/29/16	2216141061	3624-52101	Application Fee	\$50.00	Ralph Philip Chiguina
09/29/16	2216141478	3624-52101	Application Fee	\$50.00	Kenneth John L.G. Hufalar
09/29/16	2216141835	3624-52101	Application Fee	\$50.00	Kevin James Luke Hufalar
09/30/16	2216142268	362452101	Application Fee	\$50.00	Jason Martin Cruz Borja
			<b>TOTAL</b>	<b>\$700.00</b>	
09/01/16	J160611987	3624-54201	Commercial Lease/License	\$769.68	IT&E (fund transfer)
09/01/16	2216130382	3624-54201	Commercial Lease/License	\$1,592.70	Docomo Pacific
09/06/16	2216131773	3624-54201	Commercial Lease/License	\$10,000.00	Guam International Country Club, Inc.
09/13/16	2216134336	3624-54201	Commercial Lease/License	\$1,090.05	Sorenson Pacific Broadcast
09/14/16	16015491	3624-54201	Commercial Lease/License	\$156.00	Evelyn C. Lujan
09/15/16	2216135658	3624-54201	Commercial Lease/License	\$1,348.68	KM Broadcasting of Guam LLC dba: KTKB
09/19/16	16015508	3624-54201	Commercial Lease/License	\$11,858.25	Guam International Country Club, Inc.
09/20/16	2216137445	3624-54201	Commercial Lease/License	\$850.00	Moycom
09/20/16	2216137449	3624-54201	Commercial Lease/License	\$1,592.70	Docomo Pacific
09/26/16	2216140154	3624-54201	Commercial Lease/License	\$3,500.00	Agfayan, Inc.
09/26/16	2216140222	3624-54201	Commercial Lease/License	\$10,000.00	Guam International Country Club, Inc.
09/29/16	2216141883	3624-54201	Commercial Lease/License	\$4,000.00	The Guam Racing Federation
			<b>TOTAL</b>	<b>\$45,988.38</b>	
09/15/16	2216135520	3624-54202	Land Lease	\$20.00	Martha B.S. Mcleod
09/15/16	2216135775	3624-54202	Land Lease	\$99.00	Perez, Linda R.
09/15/16	2216135780	3624-54202	Land Lease	\$99.00	Wilson Jean M.
09/15/16	2216135857	3624-54202	Land Lease	\$79.00	Gilbert C. Pascua
09/16/16	2216136374	3624-54202	Land Lease	\$99.00	Billy Padrones
09/20/16	2216137313	3624-54202	Land Lease	\$99.00	Clarissa Pangelinan Charfauros
09/20/16	2216137771	3624-54202	Land Lease	\$99.00	Anthony A. Arriola
09/20/16	2216137600	3624-54202	Land Lease	\$99.00	Kisa Jennifer Borja
09/20/16	2216137602	3624-54202	Land Lease	\$99.00	Tasilynn Borja-Alvarado
09/22/16	2216138714	3624-54202	Land Lease	\$94.05	Incanasion L.T. Camacho
09/28/16	2216137744	3624-54202	Land Lease	\$20.00	Juan I. Castro
			<b>TOTAL</b>	<b>\$906.05</b>	
09/02/16	2216131083	3669-57001	CLT - Sale Gov't Land	\$243.00	Benny Leon Guerrero
09/13/16	2216134744	3669-57001	CLT - Sale Gov't Land	\$4,725.22	Frederick Benton (Dec)
09/19/16	2216137034	3669-57001	CLT - Sale Gov't Land	\$570.00	Juan C. Meno /Angela Meno Laguana
09/19/16	16015500	3669-57001	CLT - Sale Gov't Land	\$3,593.67	Daria Reyes Santos c/o Yvonne J.R.
09/19/16	2216137183	3669-57001	CLT - Sale Gov't Land	\$117.00	Annie Arizola
09/19/16	2216137185	3669-57001	CLT - Sale Gov't Land	\$100.00	Annie Arizola
09/19/16	2216137187	3669-57001	CLT - Sale Gov't Land	\$209.00	Annie Arizola
09/20/16	2216137751	3669-57001	CLT - Sale Gov't Land	\$4,015.93	Melvin & Grace Zapagos
09/22/16	2216138778	3669-57001	CLT - Sale Gov't Land	\$4,741.31	Raymond M. Mesa
09/23/16	2216139265	3669-57001	CLT - Sale Gov't Land	\$5,355.00	Cassandra Diego
09/26/16	2216139830	3669-57001	CLT - Sale Gov't Land	\$1,000.00	Fajardo P. Crisostomo c/o Mari Cris F.
09/26/16	2216137744	3669-57001	CLT - Sale Gov't Land	\$2,500.00	Sally Cruz Roberto
09/26/16	2216140159	3669-57001	CLT - Sale Gov't Land	\$2,252.88	Norma Jean Balbas
			<b>TOTAL</b>	<b>\$29,423.01</b>	
			<b>GRANT TOTAL</b>	<b>\$77,017.44</b>	



# Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guam 96932

Phone: 649-5263 ext. 435 Fax: 649-5383

## COMMISSION MEETING ATTENDANCE SHEET

Eddie Baza Calvo  
Governor of Guåhan

Ray Tenorio  
Lieutenant Governor of Guåhan

### Commission Members

Pascual V.A. Sablan  
Chairman

Joseph I. Cruz  
Vice Chairman

Amanda L.G. Santos  
Commissioner

Gyongyi "Pika" P. Fejeran  
Commissioner

(Vacant)  
Commissioner

Michael J.B. Borja  
Administrative Director

Date: October 8, <sup>20</sup>2016

Time: 1:05 p.m.

Adjournment: 6:08 p.m.

Place of Meeting: CLTC Conference Room, 3<sup>rd</sup> Floor

NAME:	TITLE:	SIGNATURE:
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1. PASCUAL V.A. SABLAN	Chairman	
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2. JOSEPH I. CRUZ	Vice Chairman	absent
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3. AMANDA L.G. SANTOS	Commissioner	
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4. GYONGYI "PIKA" P. FEJERAN	Commissioner	
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5. (Vacant)	Commissioner	
-------------	--------------	--

6. KRISTAN FINNEY	Legal Counsel	
-------------------	---------------	--

7. MICHAEL BORJA	Administrative Director	
------------------	-------------------------	--

### Staff:

1. Mathew Leon Guerrero

2. Margarita Borja

3. John Gematao

4. Jhoana Casem

5. \_\_\_\_\_

6. \_\_\_\_\_



