



Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman

Joseph I. Cruz
Vice-Chairman

Amanda L.G. Santos
Commissioner

Austin J. Duenas
Commissioner

Shawntel L. Techaira
Commissioner

Jack E. Hattig III
Administrative Director

Kumision Inangokkon Tano' CHamoru *(CHamoru Land Trust Commission)*

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 649-5263 Ext. 400 Fax: 649-5383

REGULAR BOARD OF COMMISSIONERS MEETING AGENDA

Department of Land Management Conference Room

3rd Floor, ITC Building, Tamuning, Guam

Thursday, May 2, 2019

Regular Board Meeting 1:00PM

Public Notice: The *Guam Daily Post* on April 25, 2019 and April 30, 2019

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|---|---------------|
| I. CALL TO ORDER | 1:00PM |
| II. ROLL CALL | 1:05PM |
| III. APPROVAL OF MINUTES | 1:10PM |
| 1. March 21, 2019; Regular Meeting | |
| a. Motion to Restate Previous Motion – Indalecio, Priscilla | |
| IV. OLD BUSINESS | 1:30PM |
| 1. Administrative Matters | |
| a. Guam Legislature request for property for DRT– Lot 5412-R11 (Fadian) | |
| b. UOG boundary proposal Bill# 76-35 – Lot 5412-R11 (Fadian) | |
| c. Guam Housing Corporation MOU | |
| d. Cannabis Cultivation | |
| V. FINANCIAL REPORT | 2:30PM |
| VI. NEW BUSINESS | 3:00PM |
| 1. Administrative Matters | |
| a. Former Land for the Landless Properties: Ready for leasing | |
| 2. Commercial Leases – Status Updates | |
| a. Ko’Ku Recycling | |
| b. Guam Raceway Lease | |
| c. Hal’s Angels Football Association/Guam Rugby – Access issue | |
| d. Inadahen I Lina’la Kotturan CHamoru | |
| VII. PUBLIC COMMENT | 4:30PM |
| VIII. COMMISSIONERS COMMENTS | 4:45PM |
| IX. ADJOURNMENT | 5:00PM |
| Next Meeting-Thursday, May 16, 2019; 1:00PM | |



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COMMISSION MEETING MINUTES

Department of Land Management Conference Room

3rd. Floor, ITC Building, Tamuning

Thursday, March 21, 2019, 1:07 p.m. – 5:34 p.m.

Public Notice: The *Guam Daily Post* on March 14, 2019 and March 19, 2019

I. CALL TO ODER

Chairwoman Pike Fejeran: called the CHamoru Land Trust Commission meeting to order at 1:07 p.m.

II. ROLL CALL

Notation of Attendance

Present were: Chairwoman Pika Fejeran, Commissioner Amanda Santos, Commissioner Shawntel Techaira, Legal Counsel Nicolas Toft, Administrative Director Jack Hattig III

Vice Chairman Joseph Cruz and Commissioner Duenas will be present later in the meeting.

III. APPROVAL OF MINUTES

Chairwoman Pika Fejeran: stated present to the Commission are meeting minutes for the February 7, 2019, CLTC Meeting and asked if the Commission have any comments.

Chairwoman Fejeran: asked a few questions, 1., regarding page 5, towards the end of the page, the beginning of Constituent Matters under Norma Arciga Benavente on the agenda, which who was presented by Winnie Arciga Tenorio. There was a written statement that was read by Winnie Tenorio, the minutes only reflect that a written statement was read and wanted to know if there was a way to incorporate the written statement into the minutes.

Administrative Director: in response, because the letter was quite lengthy to refer to it as an exhibit.

Commissioner Techaira: in addition to the minutes stated the first numbered page indicated 1 of 32 pages, however should be 1 of 33 pages.

Vice Chairman Joe Cruz is now present

Rev. 02/4/2019

Chairwoman Pika Fejeran: stated in the future if someone has a written testimony and is read at the CLTC meeting to attach it the minutes as an exhibit.

Also noted a typo on page 7 to be corrected to ONE instead of ONCE and on page 28, towards the bottom of the page, third to the last paragraph should be WOULDN'T instead of WOULD.
Asked if the Commission had any other comments.

No other comments from the Commission.

Chairwoman Pike Fejeran: asked if the Commission would like to approve the minutes subject to the revisions that were discussed.

Vice Chairman Joe Cruz: made a motion to approve February 7th meeting minutes subject to the corrections made as stated earlier.

Second by Commissioner Techaira – PASSED Unanimously

Chairwoman Pika Fejeran: moved onto the next item on the agenda

Summary & Action Items

Chairwoman Pika Fejeran: stated the Summary and Action items are designed to communicate the CLTC meetings, decisions and action items in a quicker fashion, more easy to read and understand than the minutes. The minutes take about a full month to get transcribed and to the Commission where as the Summary and Action items is a way for the Commission to allow others who were not present in the meeting to have an understanding of what was discussed.

Per Legal Counsel it was recommended the Summary and Action items are not open to the public until the Commission approves. What she would like to is as the meeting is occurring, the Director and his staff will be taking notes and forming the Summary and Action items; at the end of the meeting the Commission can review and give the approval then.

Commissioner Techaira: asked if the Summary and Action Items will be released after approval.

Chairwoman Pika Fejeran: in response, yes, it can be for the public to view after the Commission gives the approval.

Vice Chairman Joe Cruz: asked what happens in the event there is a conflict with the minutes and the summary.

Chairwoman Pika Fejeran: in response, stated it will be reviewed thoroughly.

Administrative Director Hattig: also responded, the summary will be at the end of the meeting which will be reviewed by the Commission and approved then.

Vice Chairman Joe Cruz: in response, asked who will be responsible for putting the Summary and Action Items together?

Administrative Director Hattig: in response, stated under his supervision, the staff and he will be taking notes throughout the meeting.

Vice Chairman Joe Cruz: stated his main concern is who will be doing the summary and action items during the meeting and when the commission approves the summary and action items prior to the minutes and there is a conflict, what happens then?

Chairwoman Pika Fejeran: stated, the purpose to prepare as the meeting is occurring, is the Commission and everybody will be in the same understanding.

Administrative Director Hattig: in response, suggested after the Summary and Action Items are approved by the Commission to attach it to the minutes

Vice Chairman Joe Cruz: in response, it should be a part of the minutes and should be an abstract from the minutes to discover discrepancies, if any.

Chairwoman Pika Fejeran: in response for better understanding, referenced to ongoing meeting, As of present meeting happening, notes will be taken, abstract action items, end of the meeting the Commission will review make any corrections if needed, Commission will approve after corrections are made, then when the minutes are being transcribed; the audio, the approved action items and when the minutes are submitted to the Commission, it will be the full package.

Vice Chairman Joe Cruz: stated, he just wanted to be sure because the Commission is approving a document that is secondary to the minutes prior to the minutes getting approved.

Chairwoman Pika Fejeran: referred to Assistant Attorney General Nicolas Toft for any insight on the Summary & Action Item process.

Assistant Attorney General Nicolas Toft: in response, it is really up to the Commission, there is no legal statute on what the Commission wants to safe guard.

Chairwoman Pika Fejeran: stated, the Commission wants to be sure that what they are doing is safe guarded and wants to do a good job also in the interest of being transparent. It is convenient and easy for people to read through two pages of action and summary items in terms of what was discussed and the actions the Commission took a day after the meeting as opposed to waiting thirty days to read lengthy minutes for the same information.

IV. SUMMARY & ACTION ITEMS

1. January 29, 2019, Special Meeting

Moved on to the revised Summary and Action Items for the CLTC Special Meeting held on January 29. Items revised pertained to the list of priorities given to Administrative Director Jack Hattig III. Asked if there were any comments to be made.

No comments made asked for a motion to get approved

Motion to approve January 29, 2019, Special Meeting Summary and Action Items by Commissioner Techaira.

Second by Commissioner Santos – Passed Unanimously

In addition to the Summary and Action Items being drafted as the meeting is happening to include Public Comments such as names of the commenter

Moved onto Public Comments and stated if the name listed for public comments is also a part of the agenda to please wait until the Commission reaches their name to be discussed.

V. PUBLIC COMMENTS

1. Emilia I. Gogue – no comment
2. Teresita M. McDaniel – on the agenda
3. David B. Herrera – on the agenda
4. Joseph San Nicolas – no comment
5. Annie Siguenza – on the agenda

6. Cynthia Borja Fejeran – stated her name for the record and is inquiring about the property in Barrigada that she was issued. She was off island on Military training and was not able to sign the documents, according to the paperwork she saw, CLTC tried to reach out to her a couple of times but not able to. When she returned on island she came into the CLTC office to find out more information and was told her lease /lot was put to the side because it is a part of the controversy; however, informed the Commission if they look at her file, everything is in order, it's legit. She has applied in December 1995 all her documents are in place and basically wants to know what is going on. She has also been reaching out to the surveyor and no one is getting back to her. Just interested in some answers to her case.

Chairwoman Pika Fejeran: in response, thanked her for appearing before the Commission. Expressed to Cynthia Borja Fejeran she brought up a very good point and there are a lot of beneficiaries who are lumped into what she called a "Gray Zone"

Cynthia Borja Fejeran: in response, to her understanding her lease was already signed but because she was off island she was not able to sign her lease.

Administrative Director Jack Hattig III: chimed in and informed Chairwoman Fejeran and the Commissioners, Cynthia Borja Fejeran's lease is a part of the Pre-Moratorium Lease list. The lease was signed by the previous Director; everything was prepared to the statutes and then Director Borja placed a red X right over the lease and now it is in the Commission's purview.

Chairwoman Pika Fejeran: asked if Cynthia is listed under New Business in the Pre-Moratorium Lease list and asked to verify if she is on the list.

Land Administrator Margarita Borja: in response, stated she is on the list

Chairwoman Pika Fejeran: informed Cynthia Borja Fejeran she is on the list and the list is on the agenda which will be discussed and the Commission is working together to find a solution for her along with all the others on placed on the lists.

Moved onto the next person for public comments

7. Tomasa Aguon – stated her name for the record, Tomas Aguon and also stated she is appearing

before the Commission on behalf of her husband Felix Muna's application. She came into the office and had statements notarized supporting her presence at the property located in Pagat Mangilao since 1991. She started pursuing her case since 2016 but felt she was not successful with anyone. Finally, she met with Land Agent I Lorraine Nededog and her and husband completed an application and turned in

the necessary documents. She had a Land Use Permit issued to her on February 12, 1989, by Governor Joseph Ada, built a house on the lot in Pagat Mangilao in Kenny's Road, registered with Public Works and farmed on the land. In 1994, her and her husband had to leave Guam due to her husband having a medical condition. However, she gave her brother in law, Ignacio Aguon who is now deceased a special power of attorney at the time.

In March of 1996 her and her husband, Felix Muna returned to Guam visited with her brother in law, Ignacio Aguon who by then Ignacio Aguon and his children were living on the property. Tomasa Aguon tried to reason with his children but because of Ignacio Aguon's health condition she allowed him and his children to live in the house she and Felix Muna built.

Presently, her nephew Gregory Aguon (son of Ignacio Aguon) who has a CLTC Application is now fighting with her claiming the property belongs to him.

Informed the Commission the reasons above is why she is present and is requesting from the Commission and the Administrative Director of the Chamorro Land Trust to look into her nephew Gregory Aguon's application and is under the assumption there may be fraudulent document from Gregory Aguon which allowed him continue to try to get a lease for the property that was originally hers.

Chairwoman Pika Fejeran: asked Tomasa Aguon if she has a current lease with the Trust and if she is occupying any CLTC property?

Tomas Aguon: in response, no, but has a Land Use Permit

Chairwoman Pika Ferejan: in response, the Commission is familiar with Gregory Aguon, and stated for clarification your brother's son?

Tomasa Aguon: in response correct.

Chairwoman Pika Fejeran: in response, stated Gregory Aguon's wife, Anjolisha Aguon has appeared before the Commission a few times and expressed appreciation to Tomasa Aguon for appearing before the Commission and like most of the cases that come before the Commission are not simple cases where the Commission can make a decision right then. And asked to allow the Commission some time review and reach a conclusion.

Vice Chairman Joe Cruz: requested for a staff report to be completed for both parties, Tomasa Mesa and Gregory Aguons

Chairwoman Pika Fejeran: called the next person on the sign in sheet

8. James Sandlin: stated his name for the record. His reason for appearing before the Commission is in regards to his SBA disaster home loan.

Summary: January 17, 2019 CLTC Meeting - He applied for an SBA Loan for Typhoon Manghut, a recent storm that passed. Provided SBA with all the necessary information that was required by them (SBA).

Because CLTC is the lessor, it is required by SBA to get a written approval from CLTC and Guam Housing.

A motion was made by Commissioner Techaira to approve the Assignment of Lease with SBA, provided they obtain a letter from Guam Housing Corporation, remove the two structures to comply with the Agriculture Lease terms and agreement; second by Commissioner Duenas. Passed unanimously.

The initial SBA loan amount given to James Sandlin when he appeared before the Commission in January was for \$64K. Due to a loan modification and an increased amount of almost \$208K given to James Sandlin by SBA is why he is present before the Commission today, March 21, 2019, CLTC Meeting.

Chairwoman Pika Fejeran: asked James Sandlin what will he be doing with the proceeds?

James Sandlin: in response, as stated in the CLTC meeting held in January, he is supposed to break down the existing extended home and renovate and extend his concrete home to house his children.

Administrative Director Jack Hattig III: stated there are a few structures on the property that were not in compliance and were supposed to be removed; asked James Sandlin if it is a result of the loan or prior to issuance of the loan.

James Sandlin: in response, it is a result to the loan

Administrative Director Jack Hattig III: in response, recalled James Sandlin stating that (referring to the removal of noncompliance structures) in his proposal and wanted to bring the concern to the Commission's attention. In January, when the Commission approved the Assignment of Lease with SBA the conditions, the intent of the loan was to be in compliance. To assure James Sandlin was or is in compliance. Currently as of now, James Sandlin is not in compliance.

James Sandlin: in response, did agree he is not in compliance

Administrative Director Jack Hattig III: stated, that is one of the caveats he wanted to bring to the Commission's attention.

Vice Chairman Joe Cruz: asked, in regards to James Sandlin, what is the noncompliance issue?

Administrative Director Jack Hattig III: in response, stated, there are three structures and the lessees are only allowed one structure based as stated on the lease terms and agreement along with PL 23-38; Section 6.6.

Vice Chairman Joe Cruz: asked if the structures have one activity and if the structures are considered an accessory to that activity. Also stated if the structure is considered an accessory to the primary it shouldn't be an issue.

James Sandlin: chimed in and stated, it was his original structure and that is where his kids were staying. For him to break the structures down cost a lot, with the SBA loan given to him which would be disbursed in three increments which one of the increments would be to demolish the old structure

then personal property and the final disbursement is to renovate and extend. With the loan he now has funds to break down the old structure completely which would bring him into compliance.

Commissioner Techaira: asked for more clarity; is it one house with three kitchens or is it three different dwellings?

James Sandlin: in response, it is one dwelling

Commissioner Techaira: asked, how is it three structures

James Sandlin: in response, stated he has one kitchen

Unknown Individual: in response, stated it's like an extension.

Commissioner Techaira: asked again, how is it three dwellings if there is only one kitchen?

Vice Chairman Joe Cruz: asked, in regards to the demolition, is it an existing structure used as a unit, a room or as storage?

James Sandlin: in response, it was used as a storage, but when his kids needed a place to stay and that is when it was converted to bedrooms.

Vice Chairman Joe Cruz: asked for clarification, if the structure is going to be rebuild?

James Sandlin: in response, no it is going to be completely broken down.

Vice Chairman Joe Cruz: asked, if the square footage on the current house would be increased.

James Sandlin: in response, yes.

Vice Chairman Joe Cruz: asked, into how many bedrooms will it be increased by

James Sandlin: in response, currently there is three bedrooms and is looking to building three more bedrooms.

Commissioner Techaira: asked, how was there a noncompliance issue

Vice Chairman Joe Cruz: in response, there is a separate structure on the property that is separate from the primary structure

Chairwoman Pika Fejeran: stated and pointed out, James Sandlin's lease is an agriculture lease. An inspection was conducted on March 18, 2019. There are three fruit trees on the property, one Mango Tree and two Papaya Trees.

James Sandlin: in response, stated and referred to a she (unknown individual) discovered a Lemon Tree, Avocado Tree and a Mulberry Tree.

Chairwoman Pika Fejeran: stated a motion is needed

Vice Chairman Joe Cruz: Motion to approve the revised application of the request of James Anthony Sandlin also in reference to the previous approval that the Commission did in January 17, 2019.

Chairwoman Pika Fejeran: stated, "the motion has been made to approve the Small Business Administration Loan Guaranty for our lease holder, James Anthony Sandlin" "and to clarify, this is for the New Agreement of Real Estate Lease that has been submitted in the loan amount of \$207,900.00".

Commissioner Techaira: Second the motion

PASSED UNANIMOUSLY

[Multiple Discussion]

9. Frank Cabrera: stated his name for the record. Frank Cabrera and his present before the Commission in regards to a 2013 authorized five acre agricultural lot. In 2000 was given a five acre lot in Malojloj and he had to get the lot surveyed, spend his money to get the property surveyed. He contacted Frank Castro, Surveyor and was told by Frank Castro he could survey the property but would need fifty percent deposit to start the survey and upon completion the remaining fifty percent. \$1500.00 was given to start the survey, half way through the process he was told by Frank Castro the property is not an appropriate lot for agriculture. The property was full of rocks and was told to see for himself. A Land Agent from Chamorro Land Trust went with him to see the property and saw the area was full of rocks, went back to Chamorro Land Trust and requested for another lot. As of today, he spent \$1500.00 for survey and has not received a property. Although, he was shown a lot in Inarajan he decided distance was an issue. He currently lives in Piti and the distance to drive to Inarajan took him almost an hour and felt sleepy and said it is too far for him to farm. He was also shown another lot in Agat which was very nice. However, adjacent to the lot in Agat he was told a Southern Sports Complex Center in the future and a third of the property was good soil, but further in the property there was construction material that was dumped. He asked about the topography of the area further in, and was told the property dropped and there are sink holes. He was also shown property in Dededo, the land was flat and was told the area was surveyed all the way up to the lot he would have been issued. Survey would have to be completed and the property would be cut into the five acres to be issued to him, but that was not done. The Administrator also told him, there may be some property in Barrigada Heights that CLTC may be able to issue to him, but that didn't happen either. He went to the Attorney General's office to see what can be done to get his \$1500.00 back that he paid to Frank Castro for survey. Unfortunately, the AG informed him the time lapsed and is not able to get his money back. Because he is not able to get his money back he would still like to proceed with getting property.

Chairwoman Pika Fejeran: asked, if he was ever issued a Notice of Intent to Award.

Frank Cabrera: in response, yes.

Chairwoman Pika Fejeran: stated, the Commission has a lot of work. There are many applicants in the same situation who have spent money and are still waiting to be issued property.

Administrative Director Jack Hattig III: chimed in and asked if possible, he would like to have the opportunity to engage with Mr. Cabrera, pull his file and go over his request in detail. And from there, we can provide more information to the Commission and hopefully come to a resolution.

Chairwoman Pika Fejeran: asked Mr. Cabrera that he work with Administrative Director Hattig and the CLTC staff to figure something out and then it all be presented to the Commission.

Chairwoman Pika Fejeran: asked if there is anyone else present who would like to provide public comments.

10. Irene Jackson – on the agenda

Chairwoman Pika Fejeran: moved onto the next item on the agenda

VI. OLD BUSINESS

1. Constituent Matters
 - a. SBA Request – Loan Guaranty

i. Ericka Jean Benavente requesting for Loan Guaranty in the amount of \$85,000.00 thru U.S. Small Business Administration for the construction of a residential building on leased Lot 10125-11-3-6-2. Subject to Addendum to correct Lot Description
Because CLTC is the lessor, it is required by SBA to get a written approval from CLTC and Guam Housing.

Chairwoman Pika Fejeran: reviewing staff report for Ericka Jean Benavente, stated it is the same type of loan the Commission approved for James Sandlin. She is a pre-occupier in Dededo and currently has a residential lease.

Ericka Jean Benavente – states her name for the record and informed the Commission she is present because she is requesting to get an approval from Chamorro Land Trust to build her home through and SBA loan.

Chairwoman Pika Fejeran: asked what would the loan be used for

Ericka Jean Benavente: in response, to build a permanent structure for her home

Vice Chairman Joe Cruz: stated, Ericka Jean Benavente was located 10125-30 on the Master Plan, and asked if there is any documentation indicating she is no longer on the property lot he described.

Land Agent II Eileen Chargualaf: chimed in and stated, there is an addendum request to reflect the changes in regards to the lot description.

Chairwoman Pika Fejeran: in response, there are now two items for the Commission to review for decision. One is to approve the SBA Loan Guaranty of \$85K and the second is for the approval of the addendum to reflect the recorded survey map for the property Ericka Benavente is occupying.

Chairwoman Pika Fejeran: stated, she sees Ericka Jean Benavente is an occupier and has been on the site since 1980 and asked if it was her parents that were occupying or living on the property since then.

Ericka Jean Benavente: in response, her father has a house in front of the land, as she was growing up she and her family were farming on the land.

Chairwoman Pika Fejeran: in response, was okay with the response, was curious and has no objections.

Commissioner Techaira: stated she has no objections.

Commissioners have no further questions

Motion made by Commissioner Techaira to approve SBA Loan Guaranty of \$85,000.00 for Ericka Jean Benavente subject to addendum to reflect recorded survey map 198-208 Doc#932595.

Second by Commissioner Santos – PASSED Unanimously

Please note: Motion made by Commissioner Techaira stated, recorded survey map no. 198-208 should have stated recorded survey map FY 198-2018, instrument no. 932595. Attached to minutes Exhibit A. Recorded Survey Map Instrument No. 932595.

Chairwoman Pika Fejeran: thanked Ericka Jean Benavente for going thru the SBA process and what she is doing is utilizing the resources to use the CLTC land for the intended purpose.

- ii. **Priscilla Catalina Garrido Indalecio** requesting for Loan Guaranty in the amount of \$188,400.00 thru SBA in regards to Assignment of Real Estate Lease. Purpose of the loan is to remove debris and construction of a residential structure. CLTC Staff recommendation to approve SBA Loan Guaranty of \$188,400. and authorization for clearing and grading.

Chairwoman Pika Fejeran: reviewing packet and staff report for Priscilla Indalecio. Stated the original applicant is Lydia Guerrero Garrido who was a 1995 applicant, and in 2003 was issued a residential lease. In 2016, Lydia Guerrero Garrido requested to transfer the lease to Priscilla Indalecio.

Priscilla Catalina Garrido Indalecio: stated she is present before the Commission and is requesting to get an approval for a loan guaranty.

Chairwoman Pika Fejeran: asked if the Commission has any questions

Commissioner Techaira: in response, has no questions and is willing to make a motion to approve the loan guaranty request.

Administrative Director Hattig: in response, brought to the Commission's attention in regards to the Assignment of Real Estate Lease is one more document that is pending from SBA.

Priscilla Catalina Garrido Indalecio: in response, she did speak with SBA and was informed by SBA that not everyone has the same loan. In regards to her loan, she has the car removal which was calculated into the loan amount. The whole loan included, the car removal on the lot, rebuild the house and to remove the trash and other items.

Also stated, the only thing SBA needed from Chamorro Land Trust is the loan guaranty.

Chairwoman Pika Fejeran: asked how does the loan guaranty get documented without the Assignment of Real Estate?

Administrative Director Jack Hattig III: informed the Commission, the Loan Guaranty is only for the home not for the other items.

Vice Chairman Joe Cruz: asked who is funding the removal of junk cars.

Multiple response: SBA is funding the removal

Administrative Director Hattig: in response stated, CLTC's responsibility is the loan portion for the home.

Vice Chairman Joe Cruz: asked if there was a way to request for a separate disbursement for the home only?

[Multiple discussion]

Chairwoman Pika Fejeran: stated, the SBA documents she is reviewing does acknowledge that a guaranty from the Trust is required.

Assistant Attorney General Nicolas Toft: advised the Trust, the Guaranty only applies to the home not for the removal of the debris.

Chairwoman Pika Fejeran: asked what about the demolition of the home, referring to James Sandlin's approval.

Administrative Director Jack Hattig III: stated, that creation of the home which needed to happen, it is specific to the home, the demolition needed to happen in order for the home to be built.

Vice Chairman Joe Cruz: in response, depending on the program applied for, that would be a Grant where she (referring to Priscilla Indalecio) wouldn't have to pay back.

Administrative Director Jack Hattig III: in response, stated, the documents are written as a loan not a grant.

Commissioner Techaira: stated, the removal of the junk cars and the debris would work in the favor of the Trust to where it will beautify the property, herself personally would not want all the junk to be lingering around the property.

Chairwoman Pika Fejran: stated, she agreed. Asked Assistant Attorney General Nicolas Toft if CLTC can guaranty the full amount of the loan?

Assistant Attorney General Nicolas Toft: in response, the statute says, it shall be for a home or commercial loan purposes. It depends if you want to interpret that as adding wider purposes.

Chairwoman Pika Fejran: in response, understands but in order for her (Priscilla Indalecio) to build a habitable home on the property; first need to remove whatever items that shouldn't be on the property and interpret the statute to include whatever has needs to happen for the home to be built.

Administrative Director Jack Hattig III: asked, will the decision open up for another CLTC lessee getting a loan or getting something to remove debris from their property; does it now enforce CLTC to assume the expense as well even if they are not going to build anything?

Chairwoman Pika Fejran: in response, stated she is interpreting the situation as far as the removal of cars is a requirement in order for her to build a home.

Vice Chairman Joe Cruz: asked Priscilla Indalecio if she has a construction plan?

Priscilla Indalecio: in response, yes and her husband is working on the plan

Vice Chairman Joe Cruz: in response, stated his reason for asking the question is because Priscilla Indalecio is asking the Commission to approve a guaranty loan for \$188k. to include clearing and grading; it's important for the Commission to know how is clearing and grading related to the plan.

Chairwoman Pika Fejran: in response, stated what she thinks the Commission can do is approve the loan guaranty, once the construction plans are made Priscilla Indalecio can come back to the Commission and present the plans to then.

Vice Chairman Joe Cruz: stated, the recommendation has already been made to approve the loan and to include grading and clearing, suggested to take the recommendation of grading and clearing out until the next phase with the construction and grading plan. Also stated, whoever the staff is that prepared the report, has all the recommendation all at one time.

Chairwoman Pika Fejran: in response, "perhaps maybe they were just throwing everything in the kitchen sink, but it's up to the Commission how we decide".

Vice Chairman Joe Cruz: stated, the Commission will approve the loan.

Chairwoman Pika Fejran: stated, a motion has been made to approve the SBA Loan Guaranty in the amount of \$188,400.00 for Priscilla Catalina Garrido Indalecio.

Commissioner Techaira: Second the motion

Chairwoman Pika Fejeran: asked if there are any further discussion

Vice Chairman Joe Cruz: none

Commissioner Techaira: asked, who made the first motion

Chairwoman Pika Fejeran: in response, Vice Chairman Joe Cruz.

PASSED Unanimously

Note: Verified with Audio, there was no first original motion made to approve the SBA Loan Guaranty in the amount of \$188,400.00 for Priscilla Catalina Garrido Indalecio.

Assistant Attorney General Nicolas Toft advised the motion needs to be restated as first motion.

Chairwoman Pika Fejeran: moved onto the next item on the agenda

iii. Linda Hernandez requesting to the transfer of her existing lease for Tract 10316, Block 15, Lot 21 to Tract 1113 Block 12 Lot 1 (Sagan Linahyan) and Loan Guaranty in the amount of \$136,000.00
MOA between CLTC and the Guam Housing Corporation
Purchase of "Model" Home situated thereon consisting of a Concrete Residence FMV of \$136,000.00

Chairwoman Pika Fejeran: reviewed the packet for Linda Hernandez, stated there are two requests for the applicant. 1. Is an addendum to move her lease from Tract 10316 to Tract 1113 and 2. The request to approve her Loan Guaranty in the amount of \$136,000.00.

Guam Housing Corporation and Linda Hernandez are present before the Commission requesting to allow Linda Hernandez to move from her current leased lot area into Tract 1113.

Years ago CLTC and GHC entered a Memorandum of Agreement that Guam Housing will get model homes on ten lots within Tract 1113. One home has been built which is the home Linda Hernandez would like to move into; the Commission would have to approve the Addendum to her lease in order for her to move into and also approve the Loan Guaranty.

The MOA and the work Guam Housing Corp. has been doing on behalf of the CLTC and the applicants is what needs to happen on the CLTC properties. Many times the applicants don't have the resources to go through the entire lengthy and costly process to get a home built. Guam Housing has stepped in to assist with the process and have homes built for our applicants and lease holders to move into.

Asked Guam housing, what was the process to get contractors and construction going for the homes to be built.

Acting Vice President for Guam Housing Corp., Alice Taijeron: in response, it is great opportunity for Linda Hernandez and a wonderful partnership with Chamorro Land Trust.

How the program works, GHC puts out an initial IFD, Invitation for Design seeking, any contractors who have affordable homes and are willing to build on the ten tracks in Sagan Linayan. The first home that was built is the one Linda Hernandez is trying to move in to. If there are applicants who are interested and qualify in the home loans that are being offered by Guam Housing, the next step is for those individuals to get permission from Chamorro Land Trust.

The individual needs to go through the loan process, get pre-qualified and what is that is done, GHC would work with CLT to get the land swap. At present, there is one, it is infrastructure ready, the individual would have to apply for the water and power connection; however, it is a 3 bedroom, 2 bath with nice amenities in the inside.

Guam Housing is also working on putting out another bid to hopefully be able to build more homes for Chamorro Land Trust. It is a really easy process, just getting the pre-approval and if the applicant is a Chamorro Land Trust applicant, it is just requesting for the swap, in terms of assigned leased lot to one of the GHC home projects.

Chairwoman Pika Fejeran: asked, the previous loan guaranties that were approved, there are no structures built yet, in case with GHC home projects, the homes are built; would that mean GHC assumes all the cost?

Acting Vice President for Guam Housing Corp., Alice Taijeron: in response, the contractors assume the cost and the contractors are willing to wait for the payment via the loan.

Commissioner Techaira: asked what is the program called

Acting Vice President for Guam Housing Corp., Alice Taijeron: in response, GHC has several programs, GHC assists all applicants to where they can qualify under the different programs.

Chairwoman Pika Fejeran: stated, it was one contractor one home built, considering there are nine adjacent lots that are set to be built; would GHC be considering one invitation for design to allow one contractor to build all nine homes all at once verses one at a time?

Acting Vice President for Guam Housing Corp., Alice Taijeron: in response stated she will definitely take it into consideration.

Chairwoman Pika Fejeran: asked how did Linda Hernandez get a chance to be one of the lessees for the Sagan Linayan home? How was her lease identified and how was Linda Hernandez as lease holder identified to move into the home?

Land Agent II Jhoana Casem: in response, stated when a client comes into the office, the Sagan Linayan area is offered. In regards to Linda Hernandez she inquired on her own, but it has been offered to other clients before. It is matter of the client having to get the approval with Guam

Housing, the clients may be interested and when they go through Guam Housing, they don't get approved.

Acting Vice President for Guam Housing Corp., Alice Taijeron: stated, on part of Guam Housing, potential applicants are informed when they do come in, GHC inquires if they are a lessee or an applicant of Chamorro Land Trust.

[Multiple Discussion]

Question from the audience: asked if the program applies to the lease applicants and stated it is not a new program, the program has been offered in the past and for him, he has applied in 2000 but because he did not have a lease, GHC couldn't give him an approval.

Chairwoman Pika Fejeran: in response, she (referring to Linda Hernandez) has an existing lease and she will be transferring from her existing property to the Sagan Linayan home. It is in the understanding GHC will only allow those types of lease transfers.

Public Audience: stated, those with existing leases are the only ones who will be able to apply for this (referring to GHC programs)

Chairwoman Pika Fejeran: it is only specifically for the same program which Linda Hernandez went through. However, it is in the understanding GHC has other programs available for those who does not have a lease.

Moved on and asked for a motion

Motion made by Commissioner Techaira to approve an addendum for Ms. Hernandez to relocate from Lot 21, Block 15, Tract 10316 to Lot 1, Block 12, Tract 1113 Dededo and approval for loan guarantee in the amount of \$136,000.00.

Second by Commissioner Santos – PASSED Unanimously

Chairwoman Pika Fejeran: moved onto the next item on the agenda. Addendum / Lease Request

b. Addendum Requests

- 1. Johnathan Mesa Hudson** requesting for a Residential Lease due to needs of his child
Original applicant, Teresita Martinez Mesa submitted a hand-written letter to CLTC requesting to transfer to her son due to her already owning a property. The request was approved in February 13, 2014.

Chairwoman Pika Fejeran: reviewed the file and stated, there is a Notice of Intent to Award, there was a tract of land and for all intents and purposes has his name on it, had the property surveyed, the map is recorded and is now waiting for a lease to be issued to him.

Because there was no lease, he is not a part of the 102 Null and Void leases, but the Commission did understand at the time that there is a whole list of applicants whose application rights were switched in the same manner.

Mr. Hudson has paid for his own survey and asked if Mr. Hudson is present.

Land Agent II Jhoana Casem: in response, no he is not present. CLTC has tried to contact him with the contact numbers in file but he is out of reach or his contact numbers are not working. Although he did come into the office and the last contact number he provided is not going thru.

Assistant Attorney General Nicolas Toft: stated, in this situation (Johnathan Hudson's situation) he has put forth money for the survey but there is no legal authorization to grant him. One of two things, either his mother comes back in and cancel the transfer or switch from there the mother can take the lease for seven years and then transfer it to her son. Or wait for the Rules and Regs we (CLTCP) propose to the legislature to be approved under which the type of switch is something the Commission can approve.

Chairwoman Pika Fejeran: stated, it does say Teresita Martinez Mesa appeared before the Board to relinquish her application rights because she is a property owner.

Assistant Attorney General Nicolas Toft: in response, right but there is no CLTC lease or something that may disqualify her.

Chairwoman Pika Fejeran: stated, Teresita Mesa is December 2nd. 1995 Applicant. The application is probably one of those who back then didn't own land but throughout the years she was able to get property and when her time came up, she already owned property and is ineligible to get CLTC residential property and decided to give it to her son. And is sure the CLTC staff told her she can transfer her application rights to a family member.

Assistant Attorney General Nicolas Toft: asked if the file was available and to go over the file to see if her son Jonathan Mesa Hudson is listed as a beneficiary.

Chairwoman Pika Fejeran: reviewed the file and stated there is a Special Power of Attorney which appoints Jonathan Mesa Hudson to obtain a lease from Chamorro Land Trust on her behalf.

Assistant Attorney General Nicolas Toft: in response, that would be fine because it is not a transfer but the other side to that is when we do the check to ensure they are doing their duties and complying under the residential rules, it may be tricky if Teresita Mesa is nowhere to be found under the lease.

Suggested to hold off on any sort of action and have the staff make any attempts to contact him if they can and explain the situation to him and see which one of the two options they pursue;
Whether it be wait for the seven years or wait for the Rules and Regs. to be passed or have the mother execute the lease move in.

Chairwoman Pika Fejeran: stated, based on Assistant Attorney General Nicolas Toft's advice to table Jonathan Mesa Hudson until the Director speaks with the original applicant and her son Jonathan Hudson.

c. Survey Authorization

1. Teresita Mendiola McDaniel - tabled until more information is gathered

2. Irene Martha Jackson request to pursue issuance of SBA Loan Guaranty
Pre-occupier, December 28, 1995 applicant has a residential lease which was issued in 2002.

Chairwoman Pika Fejeran: reviewed the packet.

Irene Martha Jackson: stated she is trying to get an SBA loan and what she is requesting from the Commission is a Commitment. Also stated SBA is aware she is living on Chamorro Land Trust property and has a lease that is not recorded. In order to have her lease recorded, she needs to have the property surveyed.

Chairwoman Pika Fejeran: In response, stated a Survey Authorization is needed from CLTC to get the property surveyed. The lease was issued in 2002 and asked Irene Jackson if the property was ever surveyed.

Irene Martha Jackson: in response, no she never had the property surveyed.

Chairwoman Pika Fejeran: asked if Irene Jackson's lease is subject to survey?

Land Agent II Jhoana Casem: in response, yes, a scheme was created so Irene Jackson can move forward to have the property surveyed due to her SBA loan request.

Chairwoman Pika Fejeran: stated because it is a survey authorization request, she has no further questions and asked if the reason why the case is being presented to the Commission is because the Resolution has not been sign?

Vice Chairman Joe Cruz: asked if the Commission approved the scheme?

Land Agent II Jhoana Casem: in response, yes it was signed at the last meeting that was held which was on March 7, 2019.

Chairwoman Pika Fejeran: asked for a motion to be made to approve survey authorization for Irene Martha Jackson on Tract 15344, Block 9, Lot 15-1 Mangilao and upon completion and recording of the map to issue an addendum to the lease.

SO MOVED by Commissioner Techaira – PASSED Unanimously

Chairwoman Pika Fejeran: explained to Irene Martha Jackson, her Survey Authorization is approved, once the survey has been completed and the map is recorded; the Commission has also moved to issue an Addendum to the lease reflecting the actual lot description. Also informed, Irene Martha Jackson, she'll only need to come back for the loan guaranty after the above said items on the motion in complete.

3. Gilbert John Castro Sanchez – Tabled for CLTC Meeting scheduled April 18, 2019.

Chairwoman Pika Fejeran: moved onto the next item on the agenda.

d. Transfer of Application Lease Rights

1. Lynn Quichocho Molo – Not present, tabled for CLTC Meeting scheduled April 18, 2019.

2. Jennifer Ann Pangelinan (deceased) – appearing before the Commission is Paul Bernard Jr. Pangelinan

Athena Pangelinan is the original beneficiary for Jennifer Ann Pangelinan and is waiving her rights as the original listed beneficiary to Paul Bernard Jr. Pangelinan.

Chairwoman Pika Fejeran: stated, there is a property identified as a pre-occupier. Confirmed with Assistant Attorney General Nicolas Toft the request does need Board approval for this case.

Assistant Attorney General Nicolas Toft: in response, correct.

Chairwoman Pika Fejeran: stated there is a notarized letter requesting to relinquish Athena Pangelinan's rights as the original beneficiary to Paul Bernard Jr. Pangelinan. It indicates in the file they are pre-occupiers who have been occupying T18113, B8, L6, Mangilao.

The Commission is asked to approve the transfer of both beneficiary rights and application rights to Paul Bernard Jr. Pangelinan for a lease on the property that he has been occupying.

Asked Assistant Attorney General Nicolas Toft: for confirmation the case presented is different from the other case which was tabled. (referring to Teresita Mendiola McDaniel).

Assistant Attorney General Nicolas Toft: in response, correct. In this particular case, there is a death under Section 5.8 of the Rules and Regs which is allowed.

Chairwoman Pika Fejeran: asked if the Commission has any other questions

No other questions from Commission

Motion made by Vice Chairman Joe Cruz to approve the request for Paul Bernard Jr. Pangelinan as a beneficiary and applicant on Tract 18113, Block 8, Lot 6, Barrigada.

Second by Commissioner Techaira – PASSED Unanimously

Chairwoman Pika Fejeran: stated to prepare lease subject to survey so Paul Bernard Jr. Pangelinan can get his Utility Authorization.

Note: Verified with Audio recording, Motion made was on the wrong Municipality which was Barrigada.

Motion to be restated to reflect correct Municipality, Mangilao.

- 3. Marilyn San Nicolas** deceased applicant who named three of her children as beneficiaries. All three children are requesting to relinquish their rights as beneficiaries to their father Joseph Lizama San Nicolas.

No lease was issued, Mayor's Certification shows family has been occupying the lot (Lot 8, Block 3, Tract 10316 Dededo) since 1982. Has a Land Use Permit No. 3669, under Joseph Lizama San Nicolas

Chairwoman Pika Fejeran: reviewed the packet and asked if Joseph San Nicolas has a CLTC application.

Joseph San Nicolas: in response, yes but a recent application.

Chairwoman Pika Fejeran: asked Joseph San Nicolas if he is currently occupying the property?

Joseph San Nicolas: in response, not yes but because he is asking to get water and power connected he was informed by the CLTC staff he would have his wife's name transferred to his.

Vice Chairman Joe Cruz: asked if the Land Use Permit No. 3669 is for the same site as Lot 8, Block 3, Tract 10316?

Administrative Director Jack Hattig III: in response, yes it is the same location.

Chairwoman Pika Fejeran: Asked for a motion

Motion made by Commissioner Techaira to approve the transfer to Joseph Lizama San Nicolas, in compliance with P.L. 23-38; Section 5.8 for Lot 8, Block 3, Tract 10316 Dededo

Second by Commissioner Santos – PASSED Unanimously

Chairwoman Pika Fejeran: moved onto Other Matters in the agenda

e. Other Matters

- 1. Enriqueta Quinata Dionson – not present Tabled for April 18, 2018**

2. David B. Herrera requesting for additional acreage for his cattle

No date specified on Mayor's Certification for pre-occupying status, requested to have agricultural property, issued a survey authorization for 13.1 acres in Agat, survey is pending completion with Frank LG Castro

Chairwoman Pika Fejeran: requested for David Herrera to come forward and explain his request.

David Herrera: Speaking the Chamorro language asked the Commission if it would be okay to explain his request in Chamorro or if they preferred to have him speak in English.

Chairwoman Pika Fejeran: in response speaking the Chamorro Language, stated to speak in English.

David Herrera: stated his name and read a letter to the Commission in regards to his request.

Letter attached to minutes, Exhibit B.

Chairwoman Pika Fejeran: asked David Herrera for his grazing plan.

David Herrera: referring to the lots shown on TV screen, stated his problem is in order for him to enter into the property, he would have to climb at least 40ft. hill which he feels is very steep. He if is able to get a lease, he would be able to get equipment to cut the hill down, but wants to reserve cutting the property. And what he is doing down is planting trees such as Mahogany, but with the grass fire that happened at least 50 percent of them burned. He requested for more seeds from the Dept. of Agriculture, once he knows where the perimeters are at, he would be able to design a system along those perimeters for a fire break at an estimate of 10 or 15 feet around. As of now he is not sure because he was quoted \$10,000. to \$15,000.00 to have the property surveyed.

Chairwoman Pika Fejeran: looked further into David Herrera's file and stated, in 2014, the Board approved David Herrera's use of lot 18 in Agat for grazing but no lease has been issued and there is no survey.

Asked David Herrera if he is requesting for the adjacent lots next to the lot that has been identified for him to incorporate those lots into his lot assigned to him.

David Herrera: in response, yes. Further explained the some of the lots was a ponding basin and the families put gravel rocks and those are lots or properties which he grew up in with Robert Fejeran, Danny Fejeran and Kathy Fejerean.

Chairwoman Pika Fejeran: in response, stated a disclosure, Robert Fejeran is her father in law.

David Herrera: in response, yes and further explained those property become flood zones but for Cattle Grazing, he has been working with Dept. of Agriculture in Hawaii and in Australia and found grass that would grow there, on red soil but it does need a lot of work.

Chairwoman Pika Fejeran: stated, it there is about six adjacent lots that have been issued leases and if it is not usable for the intended purpose, the Trust is doing a disservice by placing them there. Also considering the plans David Herrera has and the way the land would be used would be in the best interest to work with those individuals who were issued the lots and David Herrera to get him the access he needs and to preserve the property. At this point like, David Herrera mentioned there are people who were already issued those properties.

David Herrera: in response, stated, one of those individuals has been relocated to another property.

Chairwoman Pika Fejeran: stated, suggested for the CLTC staff to engage with the other individuals to see if they can be relocated to another property that useable. But in regards to the lot David Herrera is currently occupying; there is no lease, there is no survey.

Vice Chairman Joe Cruz: in response, stated, what needs to be worked on is to see if there is a covenant on the PUD when tract 319 was created and if it is included on Lot 18 then that would need to be removed from the PUD before you can safely say the lot can be used for grazing. Zoning is for GHURA housing.

David Herrera: in response, yes, it was a housing development.

Chairwoman Pika Fejeran: in response, asked how does a PUD affect Chamorro Land Trust Properties?

Vice Chairman Joe Cruz: in response, the lot designation as Tract 319, the tract has a covenant over all the subdivisions even if it is not developed due to the zoning under PUD.

Chairwoman Pika Fejeran: in response, asked if there is no covenant, what can CLTC do then?

Vice Chairman Joe Cruz: in response, the status will fall back on Chamorro Land Trust or is it still under GHURA? Under Tract 319, it was GHURA housing development.

Chairwoman Pika Fejeran: stated, the Commission needs to do more research on the David Herrera request. Asked to confirm the properties that have been leased to see if it can be developed for the lease holders and if cannot then the CLTC staff reach out to those individuals to see if they can be relocated.

No action taken at this time pending more research.

Administrative Director Jack Hattig III: asked to go over Enriqueta Quinata Dionson although she is not present.

Enriqueta Quinata Dionson requesting for Survey Authorization and lease due to her ailment
2006 Applicant LUP holder, LUP No. 3474 under Arceli C. Sarmiento

Chairwoman Pika Fejeran: reviewed the file and asked if the applicant is currently occupying and if there are no utilities or survey and lease?

Land Agent II Jhoana Casem: in response, yes the applicant is occupying and there are no utilities. The scheme was created and approved at the last meeting, in lieu of Enriqueta Dionson trying to obtain an authorization for power due to her illness a doctor's note would be provided and is in her file. It would be up to the Commission to approve her lease and issuance of Utility Authorization.

Chairwoman Pika Fejeran: asked why was a new parceling done earlier in the year?

Land Agent II Jhoana Casem: in response, stated there was a request, Enriqueta Dionson came into the office in hopes to get an authorization from CLTC but because there was no survey done, CLTC had to scheme out the whole area, the whole parcel area was not schemed originally through the Master Plan.

Chairwoman Pika Fejeran: in response, Enriqueta Dionson is requesting to approve the issuance of a lease subject to survey and to include an authorization for utilities.

Land Agent II Jhoana Casem: in response, yes, however, once the survey is done, there would be an addendum to reflect the actual lot.

Chairwoman Pika Fejeran: asked if the Commission if they want to approve the lease for the applicant subject to survey.

Motion made by Commissioner Techaira to approve issuance of an Agriculture Lease for Enriqueta Dionson for Lot 10120-120 Dededo.

Second by Commissioner Santos – PASSED Unanimously

Chairwoman Pika Fejeran: moved onto the Feja Families.
Feja Families

1. Mae Guerrero Lizama

Jermain Guerrero: stated he wants to know what he needs to do in regards to the transfer, what is the process he needs to do in order to transfer Francisco Feja's property to his mom's sister?

Land Administrator Margarita Borja: in response and shown on the TV screen, explained property location for Francisco Cruz Feja.

Chairwoman Pika Fejeran: stated Francisco Cruz Feja on lot 5402-R5NEW-27, half acre lot, signed lease in 2008.

Francisco Cruz Feja deceased, benefactor listed is Doris Santiago (Jermain Guerrero's mother) also deceased.

Asked Jermain Guerrero, if what he is asking for is to have the Commission assign the lot to his auntie based on what he and his siblings are requesting for? And asked for the name of his Auntie.

Jermain Guerrero: in response, Mae Guerrero Lizama

Chairwoman Pika Fejeran: asked how many children does Doris Santiago have and if her husband is still alive?

Jermain Guerrero: in response, five children and yes he is still alive.

Chairwoman Pika Fejeran: for affirmation, referred to Assistant Attorney General Nicolas Toft, stated, for a beneficiary assignment, all the interested parties sign affidavits relinquishing their rights to a certain individual.

Assistant Attorney General Nicolas Toft: in response, yes.

Jermain Guerrero: asked if the affidavit is available at CLTC or would he have to provide it himself.

Multiple Response: you would have to provide the affidavit however, CLTC does have notaries available.

Chairwoman Pika Fejeran: informed Jermain Guerrero, the affidavits are from all his siblings and is father designating Mae Lizama.

Land Administrator Margarita Borja: asked to ask a question to Mae Lizama who is also present in the meeting.

Asked Mae Lizama if she applied and paid the \$50.00 application fee.

Mae Lizama: in response, yes.

Land Administrator Margarita Borja: stated, she's an applicant however, just applied yesterday (March 20, 2019) or two days ago that she applied. And wasn't aware they were going to try to go through this process. If that was the case, Mae Lizama didn't need to apply in regards to paying the \$50.00 application fee. All that needed to be done was to fill out the application and take over the application of Francisco Feja.

Also stated and asked, Mae Lizama paid her application fee, would her application be terminated.

Chairwoman Pika Fejeran: stated Mae Lizama wouldn't be standing in line. CLTC would use her application information to stand in for Mr. Feja since she will have the lease. Informed Jermain Guerrero, he would have to appear before the Commission once all the affidavits are done in order for the Commission to move further on the lease.

2. Jermain Guerrero

Jermain Guerrero: asked about his property and the status of his lease. He stated, he notice throughout the meeting, the Commission has been approving properties for leases without a survey, he on the other hand has completed his survey for his property but was not issued a lease.

Chairwoman Pika Fejeran: reviewed Jermain Guerrero's packet, stated there are three family members who had their surveys done but no leases were issued. Going through the list are the

following: Abraham John Guerrero (older brother), Frederico Quinata Santiago (step dad) and himself Jermain Guerrero.

Jermain Guerrero: informed the commission, there was a survey completed and the Surveying Co. was supposed to submit the map to DLM and not sure what happened after that.

Chairwoman Pika Fejeran: asked who is the surveyor?

Jermain Guerrero: in response, his surveyor was Artiga and according to Land Administrator Margarita Borja, Mr. Artiga had recently lost his license.

Land Administrator Margarita Borja: in response, it was not recently but it was during that time frame Jermain Guerrero's property was surveyed where Mr. Artiga's license was revoked. Jermain Guerrero has a map and needs to be approved, his map never went through the process. It was submitted for an initial check but it never came back for the final.

Chairwoman Pika Fejeran: asked, if the map can be taken through the whole process? What does CLTC need to do?

Land Administrator Margarita Borja and Engineering Tech. Melvin Javier: stated CLTC would have to verify with Mr. Paul Santos, Chief Cadastral in regards to what other steps or what needs to be done to get it the map approved.

Chairwoman Pika Fejeran: asked that CLTC try to take care of the map approval in-house with Dept. of Land Management since Jermain Guerrero has already done his part.

Engineering Tech. Pierce Castro: asked Jermain Guerrero if the points were set on the property.

Jermain Guerrero: in response, yes, the points were all set.

Chairwoman Pika Fejeran: asked the Commission to take a look at Jermain Guerrero's staff report in regards to requesting issuance for a lease for Lot 21, Block 9, Tract 15213, Mangilao containing an area

of .05 acres with the understanding that a map has been submitted and the survey has to be finalized and the map recorded. And ask the lease still be put together.

Commissioner Techaira: stated the Commission can do it.

Chairwoman Pika Fejeran: asked for a motion

Motion made by Commissioner Techaira to approve the issuance of a ground lease for Lot 21, Block 9, Tract 15213, Mangilao.

Second by Commissioner Santos – PASSED Unanimously

Chairwoman Pika Fejeran: stated to Jermain Guerrero his lease has been approved and moved on to Frederico Quinata Santiago

- 3. Frederico Quinata Santiago** requesting to process his agriculture application and issuance of a Ground Lease.

Was issued a Notice of Intent to Award on August 16, 2004, for a portion of Lot 5402 containing an area of no more than .05 acres. Part of the Feja family.

Chairwoman Pika Fejeran: reviewed the staff report. Stated the request is issuance of a Ground Lease.

Administrative Director Jack Hattig III: asked Frederico Santiago if he knows the status of his survey.

Multiple response: the status is the same for all three lots (lots shown on TV screen) the lots were surveyed a map was submitted to DLM but not approved.

Chairwoman Pika Fejeran: stated to have a motion

Motion made by Commissioner Techaira to approve the issuance of a Ground Lease for Lot 20, Block 9, Tract 15213, Mangilao for Frederico Quinata Santiago.

Second by Commissioner Santos – PASSED Unanimously

- 4. Abraham John Guerrero** – request to process Agriculture Application as a pre-occupier and issuance of an Agriculture Lease. Part of the Feja Family
1995 Applicant; application no. 1040

Notice of Intent to Award was issued in January 25, 2006, for a portion of Lot 5402

Chairwoman Pika Fejeran: stated the third property under the same circumstances is for Abraham John Guerrero for lot 22, Block 9, Tract 15213. Asked the Commission for a motion.

Motion made by Vice Chairman Joe Cruz to approve the request for a Ground Lease on Lot 22, Block 9, Tract 15213 for Abraham John Guerrero

Second by Commissioner Santos – PASSED Unanimously

- 5. Francisco Cruz Feja** is an original applicant who is now deceased, named Emanuel Guerrero, aka: Howard Guerrero as a benefactor.
Emanuel Guerrero, aka: Howard Guerrero is a current Agriculture Lessee and is requesting to transfer his rights as a benefactor to his daughter Valerie Guerrero

Chairwoman Pika Fejeran: reviewed the packets to be sure the Commission is following the sequence. Stated, Francisco Cruz Feja designated his nephew Howard Guerrero to be his beneficiary.

Howard Guerrero stated his name for the record and explained how his legal name is Emanuel Guerrero and is also known as Howard Guerrero.

Chairwoman Pika Fejeran: in response, stated there is an Affidavit of Identity in file and asked as a designated beneficiary to Francisco Cruz Feja's property, what would he like to do with it?

Unknown Family member asked for the property to be identified on the TV screen
Property lots shown on TV screen and identified. Lot 1-1

Land Agent Margarita Borja: stated and asked Howard Guerrero if he is aware of the history for the lot. Multiple lots shown on TV screen. It was explained to Howard Guerrero, Francisco Cruz Feja asked for a specific lot to be issued to Linda Calica (Feja Family Member and CLTC applicant) then, Francisco Cruz Feja requested for the lot behind Linda Calica but it was already issued to another lessee.

Howard Guerrero: in response, asked why did CLTC issue the lot to another person, in the area, they are all Feja families and they have siblings who want to live in the property?

Chairwoman Pika Fejeran: stated, with understanding the actual property, the agriculture property, there is no description, no survey to tell the Commission where it is.

Howard Guerrero: stated, it was during a time when his grandfather was given 13 acres of property in the area.

Unknown Family Member: stated, in 1953

Chairwoman Pika Fejeran: in response, is aware there was 13 acres, then 7 acres and went down to 1 acre from the Arruendo program.

Unknown Family Member: asked why one acre?

Land Administrator Margarita Borja: stated the property went down as far as Delfina Arciga. Her last Land Use Permit was only for an acre.

Unknown Family Member: asked if the property the Land Administrator Margarita Borja is referring to is the property that was under her great grandfather?

Land Administrator Margarita Borja: in response, she believes it did originate from him.

Chairwoman Pika Fejeran: in response, wanted to be sure the properties identified on the TV screen is the correct properties everyone is referring to.

Land Administrator Margarita Borja: in response referred to two other lots shown on TV screen and stated the lot pointed out is where their grandfather was staying and the lot was supposed to be given to his dad, but for some reason the lot was given to Linda Calica.

Lot shown on TV screen and identified as two different half acres was given both to Francisco Cruz Feja, an agriculture and a residential, which one should have gone to Emanuel but instead it was given to Linda Calica.

Also stated, what CLTC did was create other lots (shown on TV screen). With the lots that were created, if approved by the Commission can be issued to Howard Guerrero.

Chairwoman Pika Fejeran: in response, stated okay and asked what does Howard Guerrero want to do?

Land Administrator Margarita Borja: in response, what Howard Guerrero wants to do is transfer his beneficiary rights to his daughter Valerie Guerrero.

Valerie Guerrero situation is now going to connect with Lorette Guerrero. Valerie Guerrero is a 2006 applicant who switched application dates with Lorette Guerrero who are a part of the 102 "Null and Void" leases. If approved, asked if Valerie Guerrero's application will be "Null and Void" due to the switch and now becoming a 2006 applicant or would it just be considered a transfer from Francisco Cruz Feja's file and process the transfer and request in that regard.

Unknown Family member speaking earlier now identified as Lorette Guerrero.

Chairwoman Pika Fejeran: in response, stated the Commission has decisions to make. The first is to assign the Agriculture lease the Commission is presently reviewing from Francisco Cruz Feja to one of the vacant lots of 5-1 or 5-2 because it the lot description was not described on the lease. 2.) To approve the transfer of beneficiary rights from Emanuel Guerrero aka: Howard Guerrero to his daughter, Valerie Guerrero, however; in order to complete the process. Also stated, if the switch between Valerie and Lorette Guerrero is considered to be "Null and Void" then it is like it never happened, but there was a lease.

Administrative Director Jack Hattig III: in response stated, it is like the switch never happened.

Land Administrator Margarita Borja: in response, stated there was a lease issued to Lorette Guerrero as a 1995 due to the switch which is now being held up because it is part of the 102 "Null and Void" list.

Chairwoman Pika Fejeran: in response, stated, if the Commission was to approve the request to transfer beneficiary rights to Valerie Guerrero moves in, the lease would be under Lorette.

Administrative Director Jack Hattig III and Land Administrator Margarita Borja: both stated after the process to take them off the 102 "Null and Void" list.

Chairwoman Pika Fejeran: stated, the Commission would have to make a motion to assign the Agriculture Lease of Francisco Cruz Feja.

Lorette Guerrero: chimed in and stated her brother in law Michael Arriola who applied in 1995 on behalf of her sister Samantha who at the time was a minor; now they are married.
Asked if Valerie and if given to Michael Arriola (Samantha) to be placed next to each other.

Lorette Guerrero and Howard Guerrero: stated, they will take the 5-2, Tract 15213 for Valerie Guerrero.

Chairwoman Pika Fejeran: asked if the Commission approve the transfer of beneficiary rights from Emanuel Guerrero, aka: Howard Guerrero to Valerie Guerrero and the placement of the current lease (lease reviewed in file) of Tract 15213, Lot 5-2 Mangilao.

Commissioner Techaira: SO MOVED the motion

Second by Vice Chairman Joe Cruz- PASSED Unanimously

Chairwoman Pika Fejeran: stated, the lease will now be under Valerie Guerrero's name for Tract 15213, Lot 5-2.

Chairwoman Pika Fejeran: moved on to the next Feja Family member, Allen Michael Bukikosa Arriola.

6. Michael Allen Bukikosa Arrioloa request to process Residential Application and issuance of a Residential Lease.

Application date: December 2, 1995 – Application No. 647

Was issued a Notice of Intent to Award in January 30, 2007.

Chairwoman Pika Fejeran: reviewed the file and asked Howard and Lorette Guerrero if there are any other family members that could possible come to the Commission and ask why the lots were given to them?

Howard Guerrero and Lorette Guerrero: in response, stated no and if they applied in 1995 then it should be okay, fair game.

Member from the public audience: asked in regards to Lot 5-1, would it be under Michael Arriola's name or under Samantha's name?

Lorette Guerrero: in response, stated it would be under both names because they are married.

Chairwoman Pika Fejeran: in response, made the correction and stated it would only be under Michael Arriola's name on the lease, it is only held under one person's name.

Multiple discussions among family members.

Chairwoman Pika Fejeran: stated and informed Howard and Lorette Guerrero, Michael Arriola needs to hold the lease for seven years before he can transfer it to his daughter's name.

Howard and Lorette Guerrero: both acknowledged information given by Chairwoman Pika Fejeran in regards to the lease transfer.

Chairwoman Pika Fejeran: stated in the case of Michael Allen Bukikosa Arriola, there is a request to issue a Residential Lease at Tract 15213, Lot 5-1. And considering the fact the Mr. Arriola's wife is a Feja and the Feja's have a lot of history on the land and asked if the Commission wants to make a motion to approve the lease.

Motion made by Commissioner Techaira to issue a Residential Lease to Michael Allen Buikikosa Arriola for Lot 5-1, Tract 15213, Mangilao.

Second by Vice Chairman Cruz – PASSED Unanimously

Chairwoman Pika Fejeran: moved on to Lorette Tenorio Guerrero (Feja family)

- 7. Lorette Tenorio Guerrero** – requesting to process Residential Applicant as a pre-occupier and the issuance of a Residential Lease.

Application Date before switching with Valeria Guerrero: March 22, 2006,

Application No. 006485

Switched application dates and time with Valerie Guerrero:

Switched application date: December 7, 1995

Chairwoman Pika Fejeran: stated as it was described earlier in the meeting Lorette Guerrero is a 1995 switched applicant with Valerie Guerrero. The "Null and Void" lease is under Lorette Guerrero. Stated Lorette is currently residing on Lot 5402, her original application date is in 2006 and is a descendant of pre-occupiers and is now coming to the Commission requesting to honor the family history and consider Lorette to be a pre-occupier so she may continue to occupy on that property.

Asked Assistant Attorney General Nicolas Toft is there any issues with the Commission to declare Lorette Guerrero as a pre-occupier after the fact she was consider to be a part of the 102 “Null & Void” list?

On her application, Lorette Guerrero did not indicate she is a pre-occupier.

Lorette Guerrero: in response, stated that is what she had mention to the Legislature. But did provide a Mayor’s Certification.

Assistant Attorney General Nicolas Toft: in response, stated the Mayor’s Certification did not provide an effective date on it. With the Pre-Occupation it would have to have a date to indicate when the pre-occupancy took place. It would need a certain date, prior to 1995.

Chairwoman Pika Fejeran: asked if there was an issue getting the survey done?

Lorette Guerrero: in response, stated she initially hired Blas Atalig and then a complaint was filed and hired Mr. Castro and the survey is done.

Land Administrator Margarita Borja: in response, informed the Commission Lorette Guerrero completed everything, the survey and the lease. But it was stopped when the controversies started.

Chairwoman Pika Fejeran: stated she is not able to find the Mayor’s Certification in the file.

Land Administrator Margarita Borja: stated, Lorette’s Mayor’s Certification only indicated she is living on Tun Kiko Feja St. but does not have a date as to when she started to live there.

Chairwoman Pika Fejeran: stated she would be comfortable understanding Lorette Guerrero’s lineage and the Feja family occupying since the 1950’s or even before then and is comfortable honoring the Pre-Occupier status.

Vice Chairman Joe Cruz: asked in regards to the application indicating Lorette Guerrero is not occupying would that come back in question in the future?

Land Administrator Margarita Borja: in response, stated Lorette Guerrero filled out a Status Change Form indicating from her original NO she is not occupying to YES she is now occupying.

Chairwoman Pika Fejeran: asked if the Commission wants to make the finding that Lorette Tenorio Guerrero is a pre-occupier and with that finding; does the Commission want to approve the issuance of a Residential Lease for the property she is currently occupying as a pre-occupier.

Motion made by Vice Chairman Joe Cruz to approve the application for Lorette Tenorio Guerrero on a Residential Lease as a pre-occupier on Lot 19, Block 9, Tract 15213.

Second by Commissioner Santos – PASSED Unanimously

Lorette Guerrero: asked about her lease to get her Loan Guaranty

Assistant Attorney General Nicolas Toft: advised the Commission to create a new lease.

Lorette Guerrero: asked to ask a question on behalf of her dad in regards to the seven year leasing.

Her dad is asking to divide his agriculture property to his two sons and if he can list them both as beneficiaries.

Assistant Attorney General Nicolas Toft: in response, you can only list one beneficiary.

Lorette Guerrero: asked if one son is listed as a beneficiary and when the time comes, can that one son split the property to give the other son.

Administrative Director Jack Hattig III: in response, splitting property is not allowed under the current Rules and Regulation.

Chairwoman Pika Fejeran: in response stated, when the time comes, one son can relinquish half an acre to the other son.

Asked Lorette Guerrero if any of them are CLTC applicants.

Lorette Guerrero: in response, stated, one of them is under the Land for the Landless program in Astumbo and the youngest brother is not a CLTC applicant. Also asked on behalf of her family wanted to know if there are any more lots available in the Feja area?

Land Administrator Margarita Borja: in response, stated, the only areas CLTC came up with is the Delfina Arciga area (Lots shown on TV screen) which will be presented to the Commission as well. If there are any other availability for lots, it will be on the back side of 5402 (lot shown on TV screen)

Lorette Guerrero: stated she has family members living in the states who are concerned and would like to know and thanked the Commissioner.

Chairwoman Pika Fejeran: moved on to Christina C. Guerrero

Christina C. Guerrero requesting for a Survey Authorization to determine the encroachment onto the neighbor's lot. Her house is encroaching on CLTC client Tricia Flores Templo's lot on Tract 10316, Block 15, Lot 23 Dededo. Tricia Flores Templo's lot has been surveyed and is in the plans to have a fence on her area.

Christina C. Guerrero: Stated her house is encroaching onto the neighbor's lot. She was on the property since 1991. She relinquished her rights to the lot in the back and was given the Lot 26 in the

front not knowing she was supposed to be on lot 23. The individual who is there paid for their survey and was given a map is now her house is sitting on half of the individuals lot.

Chairwoman Pika Fejeran: stated Lot 23 is the lot on the left (lots shown on TV screen). What the lease says is a portion of and not more than one half acre subject to survey.

What should have happened is when the lease was signed, Christina Guerrero should have had the property surveyed. That didn't happen, so now the Commission needs to find a remedy for the situation for both lessees.

Land Administrator Margarita Borja: stated, basically what happen is, there was a surveyed done on all those properties (shown on TV screen). It showed the house within the property, however, as time went on and on the survey map, everything as of present day reflects on the survey.

Chairwoman Pika Fejeran: asked Christina Guerrero to show the Commission her house and lot that is displayed on the TV screen.

Christina Guerrero: after showing her house and lot on the TV screen asked if she can get a Survey Authorization.

Chairwoman Pika Fejeran: asked if the survey can be done in house and for a motion to approve a survey authorization.

Motion made to by Commissioner Techaira to approve Survey Authorization Tract 10316, Block 15, Lot 26, Dededo under Christina C. Guerrero.

Second by Vice Chairman Joe Cruz – PASSED Unanimously.

Administrative Director Jack Hattig III: stated an individual from the audience would like to make public comments.

Peter Rosario stated his name for the record and informed the Commission he lives in Dededo, Ysengsong behind La Familia Mart and has been living on the property for six years. He also informed the Commission he doesn't have any water and is requesting how to get water or the possibilities of transferring to another lot where there is water.

Chairwoman Pika Fejeran: asked to refer his case to the Administrative Director or with one of the CLTC Land Agents to get more information and prepare a staff report.

Administrative Director Jack Hattig III: had Land Agent I, Lydia Taleu assist Peter Rosario.

Administrative Director Jack Hattig III: asked the Commission to review other agenda items in particular the Budget Project due to the budget call coming out soon.

Chairwoman Pika Fejeran: asked when is the budget due?

Administrative Director Jack Hattig III: The time line will be laid out and that was the reason for the Budget Projection to be placed on the agenda, however, it can be discussed on the Administrative Matters Meeting scheduled for April 4.

Chairwoman Pika Fejeran: asked for the following items to be table for the next CLTC meeting scheduled for April 4, 2019.

Also informed the rest of the Commission on April 4, 2019 will be a CLTC Working Session scheduled from 1PM to 4PM then from 4PM to 5PM the CLTC will have the Administrative Matters Meeting.

VII. NEW BUSINESS

1. Submerged Land
2. Land Inventory
 - a. Residential
 - b. Agriculture

VIII. ADMINISTRATIVE MATTERS

1. FY 2020 Projection
2. Guam Racing Federation

IX. ADJOURNMENT – 5:34PM

**CHAMORU LAND TRUST COMMISSION
REGULAR BOARD MEETING
AGENDA**

**Thursday, March 21, 2019
3rd Flr. ITC Building Tamuning 1pm-2:17PM**

Hafa adai and good afternoon Madam Chair Ms. Pika Fejeran, Vice Chair, members of the Commission, Director Hattig and staff.

My name is David Babauta Herrera, a resident of Agat and a occupant of the Land Use Permit also known as the Arendu Program since 1958 after our private properties were condemned by the US Naval Government in Sumay & Fena after WWII.

I am also a current applicant to respectfully request to lease a parcel to manage and operate a cattle ranch operation for livestock grazing in Agat Tract 319, this parcel was formerly a PUD Land for the Landless program identified as the Agat-Pagachao Sub-division.

I first came before the CLTC in 2013 to submit my request and was required to develop and submit a "Grazing Plan" for the proposed property specifically identified as Block 6 Lot 18 containing an approximate area less than 15 acres. My initial request was for 20 acres but the agents were not able to locate a lot within the vicinity.

EXHIBIT B

Reference to the January 30, 2014 Commission Meeting (See ref. page 11/18) and a Memorandum dated February 11, 2014 the Department of Land Management Guam Chief Planner Mr. Marvin Aguilar performed and submitted a Land Use Assessment on reference Lot 18 acknowledging that the property is “not necessarily conducive to residential development” but is “inclined to support other more non-intrusive development, inclusive of passive farming, grazing, and land conservation. In the spirit of encouraging best land use practices, such uses may provide the opportunity to maintain the land without contributing to the excessive or unnecessary activities that may otherwise **diminish or cause irreversible damage to the existing natural resources**”. Lot 18 maintains several extreme physical characteristics to include components of extensive wetlands and waterways all of which are supported by extreme undulating topography”.

In closing, I again respectfully come before this body to humbly ask for your professional expertise in providing me guidance to use this property for livestock grazing and other interrelated supporting operations provided by the United States Department of Agriculture (USDA) & GovGuam Department of Agriculture.

Respectfully,

David B. Herrera

Email :dbherrera@guam.net

Phone : 969-2107

EXHIBIT B



SENATOR JOE S. SAN AGUSTIN

Chairman, Committee on General Government Operations,
Appropriations and Housing

I Mina' trentai Singko Na Liheslaturan Guåhan - Thirty-Fifth Guam Legislature

April 9, 2019

Via hand delivery and electronic mail:
jack.hattig@chc.guam.gov

Mr. Jack Hattig III
Administrative Director
Chamorro Land Trust Commission
500 South Marine Corps Drive
Tamuning, Guam 96913



RE: CLTC lands for Department of Revenue and Taxation.

Håfa Adai Director Hattig:

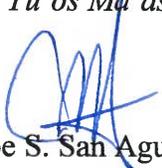
As you may know, the Department of Revenue and Taxation (DRT) has been placed on a Fire Watch due to the inadequate and dysfunctional fire suppression system in their building. They are currently leasing the property at over \$1M per year and are bursting at the seams as the current footprint of their building does not meet the needs of the dedicated staff and the people they serve daily.

As we explore ways to make our government agencies serve their customers efficiently and professionally, I am seeking your assistance in working toward the successful transfer of 12 acres of property at Fadian, Lot 5412-R11U0, to DRT for the purpose of building a government-owned structure suited to the department's purpose and mission. This will assist in eliminating the cost of leasing a building to the government, which will result in a cost-savings for the people of Guam.

I look forward to your favorable support and response of this idea and hope we can continue to work together towards a more efficient and better government.

Please contact myself at senatorjoessanagustin@gmail.com, and/or Joe Mesngon at 646-4770 or at joe.sensorsa@gmail.com should you have any questions.

Si Yu'os Ma'åse'!


Joe S. San Agustin

Cc: Chamorro Land Trust Commission Members

Suite 3, 2nd Floor, Ran Care Bldg CBU# 230 761 S. Marine Corps Dr., Tamuning, Guam 96913
Tel: 671-989-5445 ♦ Fax: 671-969-6737 ♦ senatorjoessanagustin@gmail.com



**UNIVERSITY
OF GUAM**

**Unibetsedât
GUAHAN**

College of Natural and Applied Sciences

Office of the Dean/Director

April 08, 2019

Director Jack Hattig, III
Chamorro Land Trust Commission (CLTC) Director,

Dear Director,

It was nice to see you last week at the ITC building. This letter is a follow up with UOG's request.

The University seeks your approval to resolve a long-standing boundary issue involving 1.5 acres of Chamorro Land Trust Land which has been in use as part of the Guam Aquaculture Development and Training Center (GADTC) operations since the mid-1980s.

History:

- A fish hatchery located on Lot No. 2517-17 in Fadian, Mangilao was transferred to the Department of Commerce (DoC) in 1985. The DoC constructed permanent structures on and across the boundary line of Lot No. 2517-17 and onto land which subsequently became CLTC land.
- In 2001, Public Law 26-35 transferred the Guam Aquaculture Development and Training Center (GADTC) to the University of Guam, including all property and structures, inclusive of those structures encroaching on 1.5 acres of CLT land.

The CLTC Lot 2517-17 NEW, adjacent to GADTC, is land-locked and surrounded by a cliff line that makes the lot an unlikely parcel for development. The GADTC is located off Route 15, in Mangilao, and is home to the University's bio-secure facility that houses its basic and applied research in aquaculture. It includes the development of high-health (Specific Pathogen Free) shrimp post-larvae and brood stock. The University needs access to the 1.5 acres of CLT land upon which GADTC buildings sit, both on and over the boundary line.

Upon the approval of the CLTC, the University will work with the Legislature to change the easternmost boundary of the GADTC (Lot No. 2517-17) as follows:

- from coordinates 193,728.991 meters North, 107,760.297 meters East, and 193,624.277 meters North, 107,741.770 meters East,

UOG Station, Mangilao, Guam 96923
Telephone: (671) 735-2001/2 Fax: (671) 734-4600

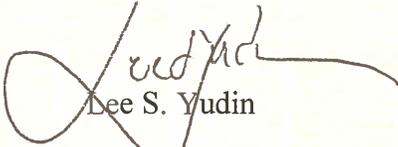
A Land Grant Institution Accredited by the Western Association of Schools and Colleges

- to coordinates 193,727.892 meters North, 107,826.293 meters East, and 193,622.200 meters North.

In exchange for the 1.5 acres (6000 square meters), the University of Guam through its Cooperative Extension and Outreach service personnel will provide a series of training workshops for clients of the Chamorro Land Trust, to assist in the instruction of the best methods to use in cultivating the land for agriculture uses, for a period of time negotiated with and approved by the CLTC.

We look forward to your support of this endeavor so the University can contribute to growing Guam's fledgling aquaculture industry.

Sincerely,

A handwritten signature in black ink, appearing to read "Lee S. Yudin", with a large, stylized flourish extending to the left.

Lee S. Yudin

Dean, College of Natural and Applied Science, UOG

April 16, 2019

The Honorable Lourdes A. Leon Guerrero
Governor of Guam
513 West Marine Corps Drive
Richard J. Bordallo Complex
Hagatna, Guam 96910



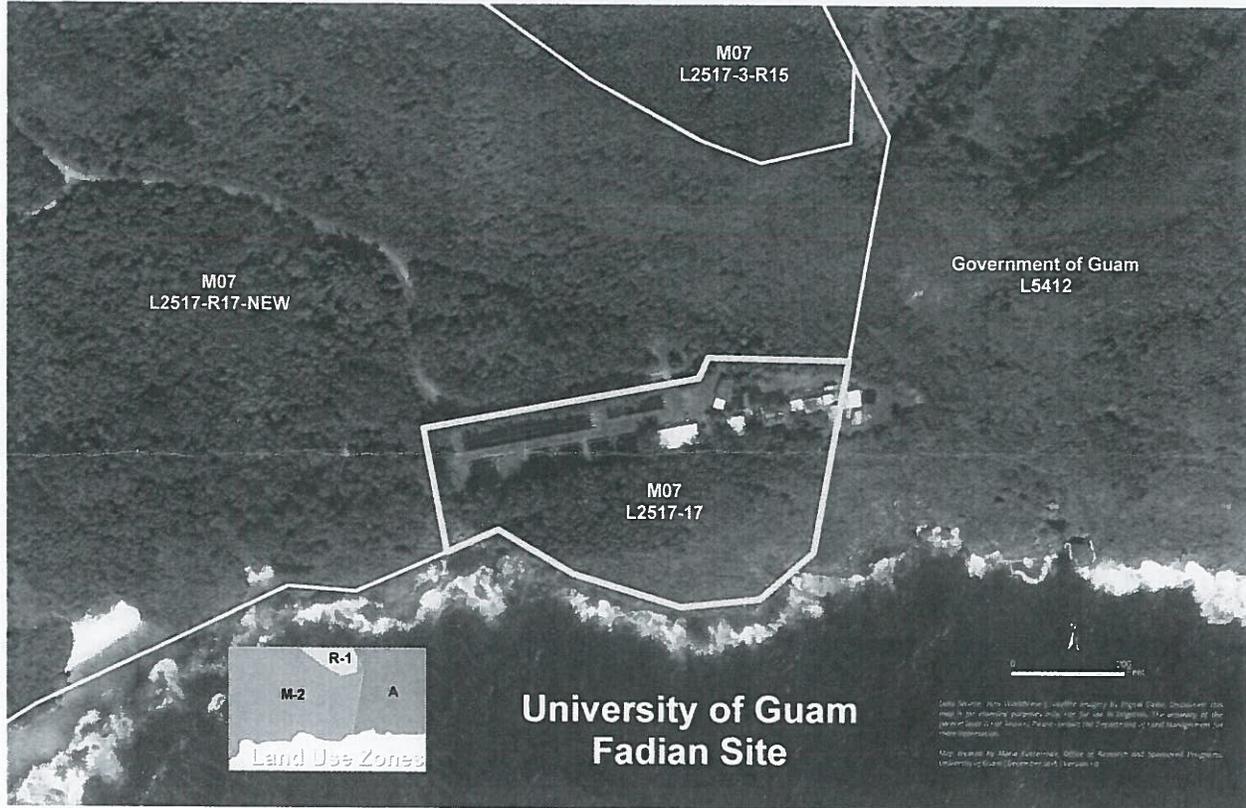
Dear Governor Leon Guerrero,

Your initiative to further develop Guam's aquaculture industry will help in the production of sustainable seafood for local consumption and export and in strengthening Guam's food security. The University of Guam is in full support of your initiative and we are working to do our part to develop aquaculture production on island.

The University seeks your support as we work with Chamorro Land Trust Commission (CLTC) Director, Jack Hattig, to resolve a long-standing boundary issue involving 1.5 acres of Chamorro Land Trust Land which has been in use as part of the Guam Aquaculture Development and Training Center (GADTC) operations since the mid-1980s. We are pleased to report that we have begun an open, positive dialog with Director Hattig about the 1.5 acres, which has the following history:

- A fish hatchery located on Lot No. 2517-17 in Fadian, Mangilao was transferred to the Department of Commerce (DoC) in 1985. The DoC constructed permanent structures on and across the boundary line of Lot No. 2517-17 and onto land which subsequently became CLTC land.
- In 2001, Public Law 26-35 transferred the Guam Aquaculture Development and Training Center (GADTC) to the University of Guam, including all property and structures, inclusive of those structures encroaching on 1.5 acres of CLT land.

The CLTC Lot 2517-17 NEW, adjacent to GADTC, is land-locked and surrounded by a cliff line that makes the lot an unlikely parcel for development. The GADTC is located off Route 15, in Mangilao, and is home to the University's bio-secure facility that houses its basic and applied research in aquaculture. It includes the development of high-health (Specific Pathogen Free) shrimp post-larvae and brood stock. The GADTC costs the University approximately \$250K per year to operate and is not and has not been a revenue generating stream. In order to reverse this and to turn GADTC into a revenue center, the University needs access to the 1.5 acres of CLT land upon which GADTC buildings sit, both on and over the boundary line.



Upon the approval of the CLTC, the University will work with the Legislature to change the easternmost boundary of the GADTC (Lot No. 2517-17) as follows:

- from coordinates 193,728.991 meters North, 107,760.297 meters East, and 193,624.277 meters North, 107,741.770 meters East,
- to coordinates 193,727.892 meters North, 107,826.293 meters East, and 193,622.200 meters North.

In exchange for the 1.5 acres (6000 square meters), the University of Guam through its Cooperative Extension and Outreach service personnel will provide a series of training workshops for clients of the Chamorro Land Trust, to assist in the instruction of the best methods to use in cultivating the land for agriculture uses, for a period of time negotiated with and approved by the CLTC.

We look forward to your support of this endeavor so the University can contribute to growing Guam's fledgling aquaculture industry.

Sincerely,


 Dr. Thomas Krise
 President

Cc: **Jack Hattig, Administrative Director, CHamoru Land Trust Commission**
 Dr. Lee Yudin, Dean, College of Natural and Applied Sciences

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guam 96932

Phone: 649-5263 Ext. 400 Fax: 649-5383

March 21, 2017

Honorable Benjamin J.F. Cruz
Speaker, 34th Guam Legislature
Guam Congress Building
63 Chalan Santo Papa
Hagatna, Guam 96910

RE: Chamorro Land Trust Commission Transmittal of Resolutions

Maifa Adai Mr. Speaker:

Enclosed with this letter are two resolutions from the Chamorro Land Trust Commission (CLTC) regarding transfer of land in the Chamorro Land Trust land inventory. These resolutions were passed during the regularly scheduled board of commissioners meeting held on March 16, 2017.

- a. CLTC Resolution No. 2017-02: Declaration of Support for a Land Transfer Between Chamorro Land Trust Commission and the Mayor of the Municipality of Yigo.
- b. **CLTC Resolution No. 2017-03: Declaration and Position on Bill No. 18-34, An Act to Transfer CLTC Land to University of Guam Fadian Hatchery.**

CLTC Resolution No. 2017-02 supports legislation to have land administratively controlled by the Yigo Mayor to be returned to the CLTC inventory. This is necessary because the land is currently used by two CLTC lessees in which one of the lessees has been unable to finalize the financing for a home construction because the land is not currently assigned to the CLTC. In an effort to further improve the quality of life of the Yigo residents, and in particular, surrounding CLTC lots, the CLTC supports the administrative transfer of a lot identified as a community park and recreation area in a recorded subdivision masterplan to the Yigo Mayor. In this action, the Yigo Mayor may more appropriately establish and manage the community park and recreation area.

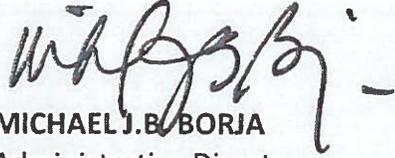
CLTC Resolution No. 2017-03 supports Bill No. 18-34 which transfers land to the University of Guam in an effort to correct the encroachment of the Fadian Hatchery facilities. The board of commissioners further concurs that the costs associated with the land transfer, to include survey, appraisal, and payment of the land, be the responsibility of the University of Guam. The board of commissioners also wish to emphasize their desire to review legislation affecting the CLTC land inventory prior to the introduction of the legislation.

Michael J.B. Borja
Administrative Director

Rev. 03/17/2017

As always, I stand ready should there be any questions or comments.

Senseramente,

A handwritten signature in black ink, appearing to read 'Michael J. Borja', with a horizontal line extending to the right.

MICHAEL J. BORJA
Administrative Director

Enclosures: CLTC Resolutions

cc: Office of the Governor
CLTC Board of Commissioners
Legislative Committee on Land



**CHAMORRO LAND TRUST COMMISSION
RESOLUTION NO. 2017-03**

***Declaration and Position on Bill No. 18-34,
An Act to Transfer CLTC Land to University of Guam Fadian Hatchery***

WHEREAS, the Chamorro Land Trust Commission (*hereafter CLTC*), has administrative control of Lot 5412-R11, Municipality of Mangilao; and

WHEREAS, the 34th Guam Legislature introduced Bill No. 18-34 on February 2, 2017, which reads:

An act to transfer a portion of Lot No. 5412-R11, Municipality of Mangilao, from the Chamorro Land Trust Inventory to the University of Guam, for expansion of the Guam Aquaculture and Development Training Center (University of Guam Fadian Hatchery).

WHEREAS, the 34th Guam Legislature conducted a public hearing on Bill No. 18-34 on February 28, 2017, where the CLTC administrative director testified that any land transfer should be subject to the recipient bearing all costs for land survey, land registration, and land appraisals; pay the fair market value for the transferred property; and that the CLTC board of commissioners had not yet rendered an opinion on the land transfer legislation; and

WHEREAS, the University of Guam Fadian Hatchery facilities currently encroach onto Lot No. 5412-R11 as shown on survey sketch L.M. No. 100FY2017, shown on Exhibit "A", which also depicts proposed land area necessary to transfer to the hatchery facilities.

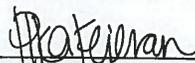
WHEREAS, on March 16, 2017, the CLTC board of commissioners at their regularly scheduled meeting, Tamuning, Guam, reviewed and discussed Bill No. 18-34 and strongly noted their desire to review possible legislation seeking to remove CLTC lands from its inventory for other uses prior to the introduction of legislation authorizing the land transfer; and

WHEREAS, on March 16, 2017, the CLTC board of commissioners at their regularly scheduled meeting, Tamuning, Guam, approved a motion to support Bill No. 18-34's intent to transfer land to the University of Guam and for the university to bear all costs associated with the land transfer and to pay the fair market value for the land; and, supports the inclusion of the reversionary clause.

NOW THEREFORE BE IT RESOLVED,

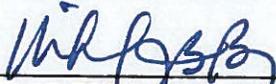
1. The Chamorro Land Trust Commission Board of Commissioners approves Bill No. 18-34 to transfer land to the University of Guam and that the university bear all costs associated with the land transfer and to pay the fair market value for the land; and, supports the inclusion of the reversionary clause;
2. The Chamorro Land Trust Commission requests the Guam Legislature allow the Chamorro Land Trust Commission board of commissioners to review possible legislation affecting the CLTC land inventory prior to the introduction of legislation affecting the Chamorro Land Trust Commission inventory of lands; and
3. The Chamorro Land Trust Commission Board of Commissioners transmits this Resolution to *I Liheslaturan Guahan*.

DULY AND REGULARLY ADOPTED BY THE CHAMORRO LAND TRUST COMMISSION THIS 16TH DAY OF MARCH 2017.



G. PIKA FEJERAN, Chairwoman
Chamorro Land Trust Commission

Date: 20 March 2017



MICHAEL J.B. BORUA, Administrative Director
Chamorro Land Trust Commission

Date: 3/20/17

Chairwoman Pika Fejeran: shares her concerns, in regards to granting the Right of Entry. It is a property that is for commercial use, should it be ready to lease for commercial, it may be holding CLTC back.

Administrative Director Michael Borja: agrees and was brought to the attention of GWA in the process of their (GWA) request.

[Discussion ensues]

Motion is APPROVED to issue a new Right of Entry expiring October 31, 2019, with the following conditions listed below.

- i. Fill quarry depression
- ii. Clear and grade full lot
- iii. Erect a cyclone fence along the perimeter of lot

Administrative Director Michael Borja: Moves to the next item on the agenda for information purposes. There are two newly introduced Bills.

Bill No. 336-34: UOG Hatchery Land Expansion

Administrative Director Michael Borja: As it states to correct the boundary property to the University of Guam. Basically the Hatchery was built, then they (UOG) encroached around their boundaries. With this Bill it says, you have to correct. Referring to the sketch, it is asking for more land that they really need with no compensation. The Hatchery is actually a business, it is not a school project, and suggested to recommend to in return to provide in kind services, such as the Extension Program for Agriculture. In the past, those services were provided, however, CLTC had to pay for those services.

Administrative Director Michael Borja: moves to the second bill.

Bill No. 342-34: Raceway Park Lease

Administrative Director Michael Borja: As you recall, the Guam Raceway Lease Park had expired. Legislation Bill says we (referring to CLTC) has the right to lease it out with the right to first refusal to the Guam Racing Federation.

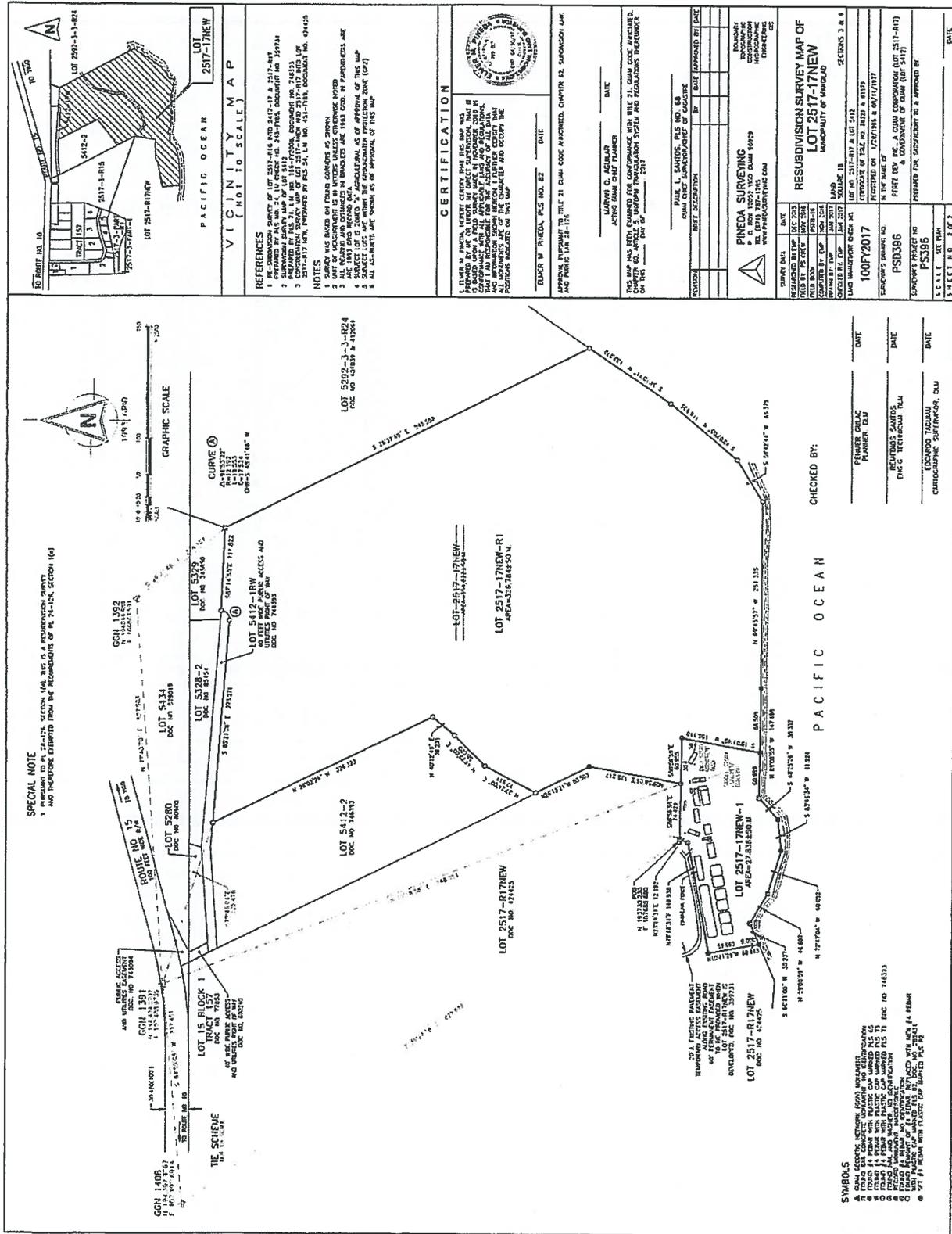
The term of the lease can be fifty years, it doesn't really give any other provision to the lease terms.

Again, keep in mind the Guam Racing Federation has to be completely clean before we can give them anything. Right now they (referring to the Guam Racing Federation) is currently in arrears of \$16K.

Chairwoman Pika Fejeran: inquires, when did they stop paying.

Administrative Director Michael Borja: says, if they are given the right to first refusal, we should just be sure they are in good standing.

[Discussion ensues]



Administrative Director Michael Borja also explains in detail what is stated on Resolution 2018-09 to include specific items that CLTC encounters overall, such as, the first come first serve as one of the major items.

Chairwoman Pika Fejeran: asks Administrative Director Michael Borja in regards to the revision, 21GCA, Ch75, The Chamorro Land Trust Commission §75109(a) The lessee shall designate the person or persons who he directs his interest in the tract or tracts to vest upon his death. It doesn't say anything about the person to be qualified.

Administrative Director Michael Borja: in response to Chairwoman Fejeran's statement, It was typed out verbatim, but in the whole start of Ch75, it talks about the qualifications that continues on from successor to lessees, as it also states on the original law, has to be vested upon someone who is qualified to be a lessee into the Chamorro Home Lands.

[Discussion ensues]

In review of 21 GCA, Chapter 75; and, The Senator Paul Bordallo Rules and Regulations for the Chamorro Land Trust Commission, enacted as Public Law 23-38

- a. Board of Commissioners, with the advice from the Administrative Director, Legal Counsel, and staff, reviewed the two laws to recommend changes to the Guam Legislature that would modify them to be more practical and to prevent the issues currently entangling the issuance of leases. Items discussed included:
 - i. Beneficiary designation
 - ii. Clarification on applicant's declination of offered property
 - iii. Transferring or switching application rights
 - iv. Intent to award notices and publication
 - v. Board approval of listing of eligible applicants ready to be assigned a lease
- b. Due to time, review will continue at the next meeting. No board action was taken.

The following Bills were reviewed and are pending legislation affecting Chamorro Land Trust Commission:

- a. **Bill No. 336-34: UOG Hatchery Land Expansion**
 - i. CLTC PASSED motion requesting modification of the bill to include:
 1. UOG must survey of the desired land to be taken, if approved
 2. Appraisals of the taken land to determine the fair market value shall be Based on the value of Lot 2517-17 since the facility is already encroaching
 3. UOG provide in-kind services to the CLTC based on the value of the property taken
- b. Bill No. 341-44, Exchange Gef Pago with Ija Inarajan: Staff to provide further details of all affected properties

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN
2018 (SECOND) Regular Session

Bill No. 336-24 (COR)

Introduced by:

Joe S. San Agustin 

**AN ACT TO CORRECT THE PROPERTY BOUNDARY
OF UNIVERSITY OF GUAM LOT NO. 2517-17 TO
ENSURE THAT ALL UNIVERSITY OWNED
STRUCTURES ARE LOCATED WITHIN THE
BOUNDARIES OF UNIVERSITY OF GUAM LOT NO.
2517-17**

2018 AUG 23 AM 10:27 

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

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds
3 that the property boundary for University of Guam (UOG) Lot No. 2517-17 was
4 drawn incorrectly, and that critical structures to the operation of the UOG Fish
5 Hatchery are not included as part of the UOG parcel. The structures include a
6 larvae room, a spawning Quonset, a fish tank, and a fresh water cistern – all of
7 which are either full or partial concrete structures.

8 Therefore, it is the intent of *I Liheslaturan Guåhan* that the easternmost lot
9 boundary be extended to include all UOG physical structures.

10

11 **Section 2. Lot Correction.** The easternmost boundary of UOG Lot No.
12 2517-17 is extended from coordinates 193,728.991 meters North, 107,760.297
13 meters East, and 193,624.277 meters North, 107,741.770 meters East, to
14 coordinates 193,727.892 meters North, 107,826.293 meters East, and 193,622.200
15 meters North. 107,844.993 meters East.

1

2 **Section 3. Issuance of Certificate of Title.** The Department of Land
3 Management shall issue a certificate of title for the new Lot No. 2517-17 within 90
4 days of this Act.

CLTC /GHC MOU

WHEREAS the GHC desires to take possession of the Lots for a fixed term for the purpose of having built upon them affordable model homes, and

WHEREAS it is the intent of the GHC to enter into certain sub-licenses with developers or contractors for the construction of model affordable houses upon the Lots, and

WHEREAS the CLTC does not object to sub-license agreements entered into between GHC and developers or contractors for the construction of model affordable houses upon the Lots, and

WHEREAS these model homes will serve to educate the public as to the practicality, safety, convenience and affordability of such homes so that they may elect to construct such a home, and

WHEREAS the availability of such homes on Guam will serve to address the need for safe, affordable housing all to the benefit and general welfare of the inhabitants of the Territory of Guam, and

WHEREAS the construction of such homes on Chamorro Homelands will advance the social, cultural and economic development and well-being of the Chamorro people by way of residential land distribution and economic assistance programs, and

WHEREAS the CLTC is empowered to grant licenses for the use of Chamorro Homelands to licensees for public purposes pursuant to Chapter 75 of Title 21, Guam Code Annotated, and

WHEREAS the GHC is empowered by Chapter 4 of Title 12, Guam Code Annotated, to encourage and engage in low and moderate income housing activities including the development of low cost housing and may take, hold and use real property for these purposes,

NOW THEREFORE, the CLTC and the GHC agree as follows;

1. The CLTC shall grant licenses for no less than one year to the GHC to hold and use for public purposes the Lots, described as,
 - a. Tract 1113, Block No. 12, Lot No. 1, Municipality of Dededo
 - b. Tract 1113, Block No. 12, Lot No. 2, Municipality of Dededo
 - d. Tract 1113, Block No. 12, Lot No. 4, Municipality of Dededo

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CHAMORRO LAND TRUST
AND THE
GUAM HOUSING CORPORATION**

This Agreement is entered into on this _____ day of _____, 2019, between the **CHAMORRO LAND TRUST**, by and through the Chamorro Land Trust Commission (CLTC) whose mailing address is P.O. Box 2950 Hagatna, Guam 96932 and the **GUAM HOUSING CORPORATION** (GHC) whose mailing address is 590 S. Marine Corps Dr., 5th Floor ITC Bldg., Tamuning, Guam 96913.

WHEREAS the CLTC is a legislatively created body charged with administering for the benefit of the Chamorro people available lands on Guam that are Chamorro Homelands, and to this end may grant leases and licenses for the use of such property, and

WHEREAS the GHC is a public corporation and autonomous agency of the Government of Guam created to promote the general welfare of the inhabitants of the Territory of Guam through the improvement of housing standards, housing supply and housing affordability in Guam, and

WHEREAS the CLTC has within its inventory of Chamorro Homelands certain real property described as,

- a. Tract 1113, Block No. 12, Lot No. 1, Municipality of Dededo
 - b. Tract 1113, Block No. 12, Lot No. 2, Municipality of Dededo
 - c. Tract 1113, Block No. 12, Lot No. 3, Municipality of Dededo
 - d. Tract 1113, Block No. 12, Lot No. 4, Municipality of Dededo
 - e. Tract 1113, Block No. 12, Lot No. 5, Municipality of Dededo
 - f. Tract 1113, Block No. 12, Lot No. 6, Municipality of Dededo
 - g. Tract 1113, Block No. 12, Lot No. 7, Municipality of Dededo
 - h. Tract 1113, Block No. 12, Lot No. 8, Municipality of Dededo
 - i. Tract 1113, Block No. 12, Lot No. 9, Municipality of Dededo
 - j. Tract 1113, Block No. 12, Lot No. 28, Municipality of Dededo
- (hereinafter "Lots" or "the Lots"), and

WHEREAS the CLTC possesses and licenses other Chamorro Homelands within the village of Dededo, and

- e. Tract 1113, Block No. 12, Lot No. 5, Municipality of Dededo
- f. Tract 1113, Block No. 12, Lot No. 6, Municipality of Dededo
- g. Tract 1113, Block No. 12, Lot No. 7, Municipality of Dededo
- h. Tract 1113, Block No. 12, Lot No. 8, Municipality of Dededo
- i. Tract 1113, Block No. 12, Lot No. 9, Municipality of Dededo
- j. Tract 1113, Block No. 12, Lot No. 28, Municipality of Dededo

2. That the CLTC and the GHC agree that the GHC may in turn grant sub-licenses of said Lots to developers or contractors for the construction of model affordable houses upon the Lots.

3. That upon the expiration of the license for each Lot, the GHC shall have no further right, nor obligation, with respect to a Lot, nor any improvement made upon it.

AGREED this _____ day of _____, 2019 at the City of Hagåtña, Guam

**FOR THE CHAMORRO
LAND TRUST**

**FOR THE GUAM HOUSING
CORPORATION**

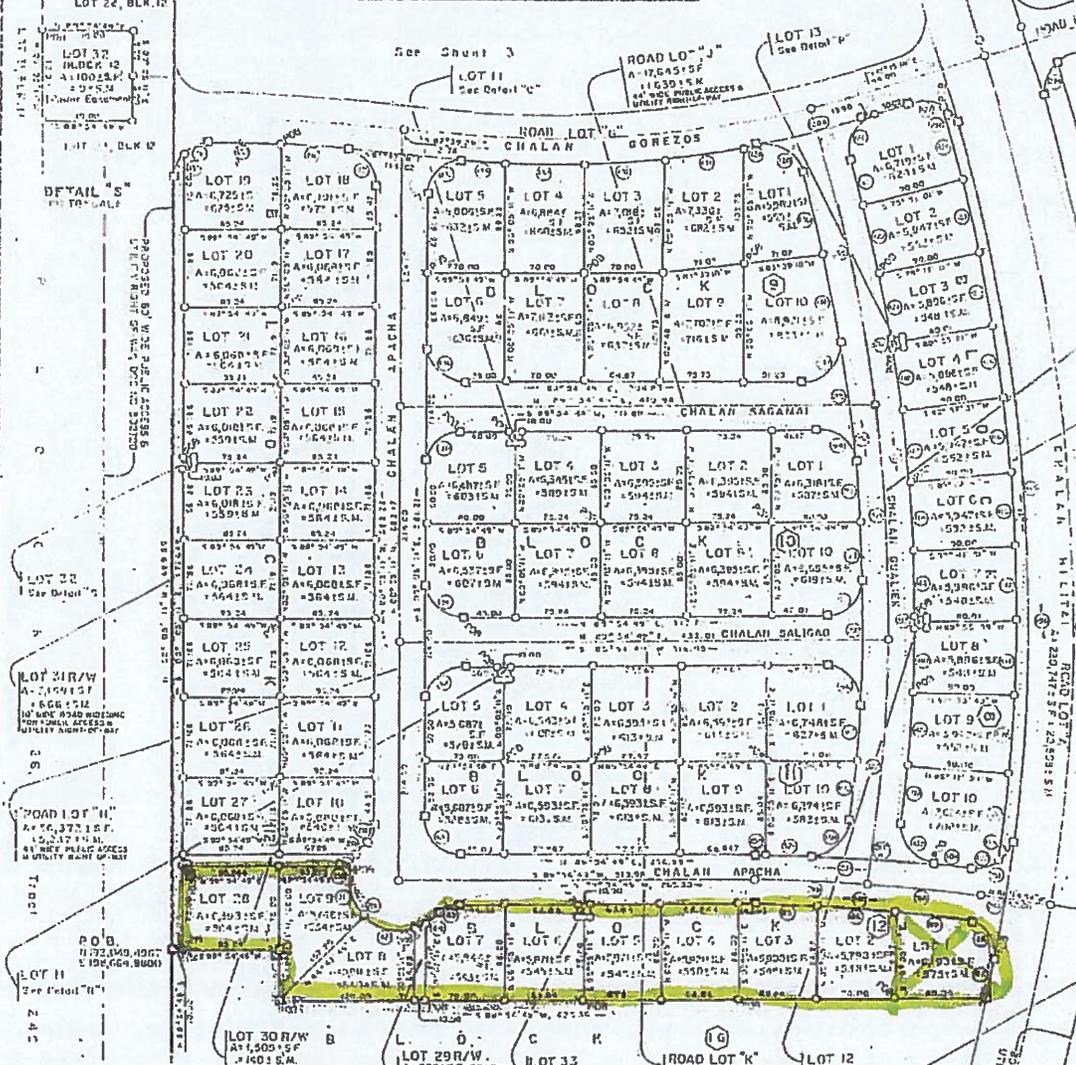
Jack E. Hattig III
Administrative Director, CLTC
Date:_____

Alice Taijeron
President, GHC
Date:_____

G. Pika Fejeran
Chairwoman, CLTC
Date:_____

Francisco Florig
Chairman, GHC
Date:_____

CURVE DATA:					CURVE NO					CURVE NO					
CURVE NO	A	R	L	C	CHS	A	R	L	C	CHS	A	R	L	C	CHS
(1)	00°50'17"	33.00	34.98	78.93	9.88°50'17"	(11)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(2)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(12)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(3)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(13)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(4)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(14)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(5)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(15)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(6)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(16)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(7)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(17)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(8)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(18)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(9)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(19)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(10)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(20)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W



CURVE DATA:					CURVE NO					CURVE NO					
CURVE NO	A	R	L	C	CHS	A	R	L	C	CHS	A	R	L	C	CHS
(21)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(26)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(22)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(27)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(23)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(28)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(24)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(29)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(25)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(30)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(31)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(32)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W
(32)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	(33)	0°11'14"	1,733.70	37.21	79.21	0°11'14" 34' W	1,642.79	67.93	67.93	0°11'14" 34' W



Guam Housing Corporation

USE AGREEMENT

THIS AGREEMENT dated this **June 29**, 2015, is made by and between the **Guam Housing Corporation** (hereinafter "GHC") and **TK Wada Co., Inc.** (hereinafter "Developer"), a corporation organized and existing under the laws of Guam, for the exclusive purpose of constructing a model home upon property licensed to the GHC by the Chamorro Land Trust Commission (CLTC) for person(s) qualified to receive leaseholds of Chamorro Homelands pursuant Chapter 75, Title 21 Guam Code Annotated (hereinafter "Qualified Recipients").

WITNESSETH

Whereas, the CLTC is authorized by its enabling legislation to carry on any activity it deems necessary to assist Qualified Recipients in obtaining maximum utilization of leased lands, including taking any steps necessary to develop these lands for their highest and best use commensurate with the purposes of leasing residential lots to those person(s); and

Whereas, Qualified Recipients are in need of obtaining affordable homes on leased residential lots; and

Whereas, CLTC holds fee title to parcels of land (the "Land") located in a development known as Sagan Linayan located in the village of Dededo, Guam; and

Whereas, the CLTC has licensed said parcels of land to the GHC for use not inconsistent with the enabling statutes of the CLTC and the GHC, and

Whereas, the GHC is authorized by its enabling legislation to encourage and promote the investment of private capital in low and moderate income residential housing in Guam; to engage in land-use planning for residential housing purposes; to encourage and engage in low and moderate income housing activities, including development of residential subdivisions and to encourage and promote the purchase or construction of affordable, typhoon-resistant, permanent homes by the residents of Guam; and

Whereas, Developer has proposed a certain plan for the construction of affordable housing for the benefit of Qualified Recipients, which plan achieves the statutory purposes of the CLTC and of the GHC; and

Whereas, Developer commits to GHC for the self-financed construction of its proposed housing pursuant to plan; and

Whereas, Developer has requested that the GHC grant to it exclusive, temporary use of and access to a lot(s) upon the Land to construct a model unit of its proposed housing plan; and

Whereas, Developer agrees to hold open for public inspection its constructed home for a period of one year from receipt of all necessary permits, including an occupancy permit from a competent authority; and

Whereas, the GHC has agreed to assist Developer in the sale of the proposed home but does not warrant such a sale shall occur;

NOW, therefore, the GHC, and Developer agree as follows:

SECTION I
PARTIES' DUTIES AND OBLIGATIONS

It is understood by Developer and the GHC that this Agreement establishes the use of described property by the Developer for the construction of a suitable, described home upon a lot as described in attachment A hereto (the "Work").

It is understood by Developer and the GHC that because the home is constructed upon CLIC property, it can only be sold to a Qualified Recipient of a lease to land within the Chamorro Homelands pursuant to Chapter 75, Title 21, Guam Code Annotated.

It is understood by Developer, the GHC and the CLIC that this Agreement does not, and cannot be interpreted to convey any estate in fee, lease, or otherwise by the CLIC to the Developer.

A. The GHC's Obligation

1. The GHC will grant to Developer the use of a lot within the Land described in Attachment A hereto.
2. The grant of use of that lot will be for a period of two years (2) unless sooner terminated under this Agreement.

B. The Developer's Obligation

1. The Developer shall furnish all of the labor and materials and perform all of the work on the lot necessary for, and as set forth in, plans and specifications prepared as part of its home plan; that plan having been submitted to the GHC as part of Invitation for Design Submissions (IFD GHC001-14) and incorporated in this Agreement to the same extent and effect as if such plan were fully set out herein (the "Plan").
2. The Plan has been furnished by the Developer to the GHC upon the express warranty and representation of the Developer that the Plan covers all items of work, labor and materials needed for the construction of improvements and appurtenances on the lot consisting of a minimum 1000 square foot residential building and appurtenances including all necessary utilities (the "home") and that an owner of the home is fully qualified to receive an occupancy

permit from a competent authority, that the home meets all relevant building codes and is insurable by an insurer licensed to insure real property on Guam.

3. The Developer shall perform all necessary work and furnish all necessary materials in order to complete the home in "turnkey" condition so that, upon completion of Developer's obligations, neither the CLTC, GHC or a Qualified Recipient will be required to perform any work or furnish any material or labor (other than the installation of furniture and appliances) in order to make use of the home as a fully equipped and integrated residential home which is ready to be occupied

4. The Developer represents that the price of the home as contained in the Plan is the minimum price for construction in accordance with the preceding paragraph 3. The Developer may vary or upgrade optional features of the home, but not as to the basic floor layout in the Plan, so long as the starting price and additional prices for variations or upgrades are disclosed in any advertising or marketing of the home.

5. Prior to the commencement of the work necessary to construct the home, the Developer shall deliver to the GHC,

(a) a written site safety plan in form and content approved by the GHC, such approval not to be unreasonably withheld, conditioned or delayed (the "Site Safety Plan") and incorporated in this Agreement to the same extent and effect as if such Site Safety Plan were fully set out herein,

(b) copies of all permits required by any federal or territorial law, rule or regulation of any governmental authority having or asserting jurisdiction (such laws, rules and regulations, separately or collectively are hereafter referred to as "Applicable Law"),

(c) insurance certificates from each contractor and subcontractor showing fully paid general liability coverage with respect to the work of not less than \$1,000,000.00 of primary, non-contributory coverage, per occurrence and naming the CLTC as an additional insured party,

(d) a list of all contractors and subcontractors retained to perform the work, such list to include the name, address telephone and facsimile number and contact person for each such contractor and subcontractor, and

(e) evidence reasonably satisfactory to the GHC and/or its agents that:

(i) all requirements of the Site Safety Plan which are to be implemented prior to the commencement of the Work have been implemented, and

(ii) the Developer has filed all forms necessary with respect to any and all Applicable Law, rule or regulation: and

(iii) a copy of all professional licenses necessary for Developer to carry out any access of its business here on Guam

6. All of the work to construct the home shall be performed in a safe manner, in full compliance with Applicable Law, the Site Safety Plan and this Agreement by skilled contractors with experience in the performance of tasks similar to the Project.

7. During the construction of the home and before, there shall be no material changes to the Site Safety Plan or the Plan without the written approval of the GHC, which approval shall not be unreasonably withheld, conditioned or delayed.

8. The Developer will hold project meetings while the home is being constructed at which representatives of the CLTC and GHC may be present, if the CLTC and GHC so choose, and receive from the Developer the schedule for the completion of the home.

9. No later than 10 business days from the "Completion Date" (defined as the date a permanent certificate of occupancy has been issued by the Guam Department of Public Works, and all Costs have been paid), the Developer shall, at its sole cost and expense, cause all debris, materials, and other refuse to be removed from the Land, take all steps required by the Site Safety Plan to be performed at such time, repair any damage to the Land and provide assurances that there are no liens, mechanic's, materialman's or others burdening the land or the home..

10. In the event that while any aspect of the work is being performed any portion of the Land is damaged, and such damage is directly attributable to the work, and not due to the acts or omissions of the CLTC or GHC, such damage shall be promptly repaired and the damaged item restored to its condition as of commencement of the work, or if not possible, the damaged item shall be replaced within a reasonable amount of time.

11. Because the purpose of this Agreement is to increase opportunities for Qualified Recipients and others to obtain affordable, lower cost housing, and because the Developer is constructing a "model home", Developer agrees to require as a condition of sale to a Qualified Recipient (if any) that the home is held open for public inspection during mutually agreed days and hours and for a period of no more than 12 months from date of completion of the home. Completion is understood to mean the date upon which all permits necessary to occupy the home are received or obtained by the Developer from competent authorities.

12. **Performance Bond.** Developer must deliver to the GHC an executed performance bond in such form acceptable to GHC in an amount equal to one hundred percent (100%) of the value of a fully-constructed and permitted home as security for the faithful performance of the Work within 15 days after execution of this Agreement and prior to a receipt of a Notice to Proceed from the GHC. The surety of the bond shall be such surety company or companies as are approved by GHC. Developer's failure to obtain such performance bond is subject to immediate revocation of this Use Agreement.

SECTION II
WARRANTIES AND REPRESENTATIONS

A. Independent Contractor. The Developer warrants and represents to the GHC that it is fully experienced in properly qualified as an expert to perform the work necessary to the Project and that it is properly equipped, organized and financed to perform such work. The Developer shall finance its own operations, shall operate as an independent Contractor, and not as the agent of the GHC, and shall indemnify, defend and hold the GHC free and harmless from all liabilities, costs, and charges by reason of any act, omission, or representation of the Developer or of its subcontractors, agents, or employees.

B. Non-Defective Work. The Developer warrants against defective work, material, equipment, and completion of the work will be made in such condition for good and ready occupancy. The Developer warrants and represents that the completed home shall be in such acceptable condition to obtain a permit of occupancy from the Guam Department of Public Works and any other competent authority and that it is insurable by an insurer licensed to insure real property on Guam.

C. GHC warrants that it has a license issued by the CLTC for the use of the Land and that it may, in turn, grant to others the use of the Land. GHC grants right of entry and use of the Land and lot to Developer and its employees, agents, contractors, subcontractors and volunteers for the purposes of completing the home as part of its efforts to maximize the use of residential lots.

D. This Use Agreement shall remain in effect up to the date of closing on the sale of the home the subject of the Agreement, but no more than two years from the date of execution of this Use Agreement. Nothing in this paragraph shall be construed to alter any obligation present pursuant to Section I.

E. The GHC warrants that it will use its best efforts, alone or in cooperation with other Government of Guam entities to assist in the sale of the home to a Qualified Recipient but does not warrant that any home will be sold.

SECTION III
DEFAULT AND TERMINATION

A. In accordance with Guam law, rules and regulations, and as between the GHC and Developer, this Agreement may be terminated at the convenience of the GHC and in the best interests of the Territory of Guam and the GHC.

B. In the event of sale of a house upon the lot (defined as transfer of ownership of the house to the Qualified Recipient) to a Qualified Recipient, and upon the grant of a lease to that Qualified Recipient by the CLTC pursuant to Chapter 75, Title 21, Guam Code Annotated, the

GHC and the Developer agree that the license to use the lot from the CLTC to the GHC shall terminate.

C. In the event of a breach by Developer of any of its obligations under this Agreement (an event of "Default"), the GHC shall give the Developer notice thereof and, if within 10 business days of receipt of such notice, the Developer has not cured such condition (or, if such condition is not reasonably susceptible of curing within 10 business days, the Developer has not begun to cure the condition within such period and prosecuted the cure to completion with diligence), then the GHC, upon 5 business days' notice, may terminate this Agreement and upon such termination the Developer shall cease all Work but shall continue to perform its obligations under this Use Agreement.

D. Upon default, the GHC may pursue all legal and equitable remedies, including but not limited those set forth in the Agreement or allowed by law and equity, against the Developer.

SECTION IV EXPENSES: INDEMNIFICATION

A. The Developer shall promptly, within 30 days of receipt of a demand notice from the GHC, directly pay or reimburse the GHC for any and all of the reasonable costs and expenses incurred by the GHC in connection with the work described in this Agreement, including without limitation, reasonable legal fees, environmental testing, security, and extermination, any and all permits, certificates and inspections required in connection therewith. The GHC shall provide the Developer with detailed invoices showing all such costs.

B. The Developer shall indemnify, defend and hold harmless, the GHC, its boards of directors, officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, which arise out of or are connected with, or are claimed to arise out of or be connected with,

(i) the Plans, the Work, the Developer's default under this Agreement,

(ii) any accident or occurrence resulting in damage or injury which happens in or about the Land while the Work is being performed or while the Developer is performing its obligations under this Agreement, either directly or through a contractor, subcontractor, materialman or supplier or while the equipment or supplies of any of the foregoing are near the Land,

(iii) any violation of Applicable Law by Developer,

(iv) the Developer's use, misuse, erection, maintenance, operation or failure of any machinery or equipment in connection with the Work resulting in damage or injury (including, but not limited to, scaffolds, derricks, ladders, hoists, rigging supports, rigging or other similar or dissimilar equipment or machinery used in connection with the Work)

7 | USE AGREEMENT

whether or not such machinery or equipment was furnished, rented, or loaned by the Developer or its contractor, or anyone acting by through or under the Developer or its contractor.

C. The obligations of the Developer under this Section shall survive the termination or completion of this Agreement

SECTION V
NOTICES

Any law or statute to the contrary notwithstanding, any notice required or permitted under this Agreement shall be in writing and shall be given by (a) certified mail, return receipt requested, or (b) by hand delivery to the parties at the addresses and facsimile numbers, as appropriate, listed below:

For the Guam Housing Corporation

President
Guam Housing Corporation
ITC Building, 5th Floor, Ste. 535
Tamuning, Guam 96931

For the Developer

TK Wada Co. Inc.

SECTION VI
MISCELLANEOUS

- A. No amendment or modification of this Agreement will be binding unless in writing and signed by all parties.
- B. This Agreement shall be construed under and governed by the laws of Guam.
- C. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby.
- D. This Agreement constitutes the entire agreement among the parties. Any prior agreements or understandings among the parties, whether written or oral, are hereby superseded. This Agreement shall bind and inure to the benefit of the parties.

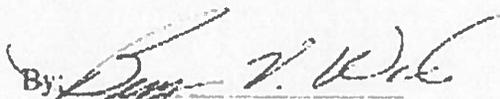
E. Assignment No party may assign its respective responsibilities, rights, and/or conditions without prior written consent of the other parties.

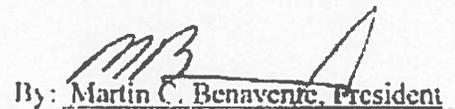
F. This Agreement may be executed in counterparts, a complete set of which shall constitute an original, and in duplicates, each of which shall constitute an original. Copies of the Agreement showing the true signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction may be used for all purposes as originals. It is expressly agreed that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed to be made for the benefit of any third party or parties.

IN WITNESS WHEREOF, the GHC and the Developer have duly executed and delivered this Agreement as of the day and the year first above written

TK WADA CO., INC.

GUAM HOUSING CORPORATION

By: 
Authorized Representative
Date: 6/29/15

By: 
Authorized Representative
Date: 6-29-15



Korporasion Giamna Guahan

GUAM HOUSING CORPORATION

P.O. Box 10, Tamuning, Guam 96912

ADDENDUM

Date: August 10, 2015

To: TK WADA CO., INC.
788 S. Marine Corps Drive, Ste. #2A
Tamuning, Guam 96913

From: Martin C. Benavente *MB*
President, Guam Housing Corporation

SUBJECT: SAGAN LINAIHYAN MODEL HOMES – Lot Assignment

Pursuant herewith attached to the USE AGREEMENT between Guam Housing Corporation and TK Wada Co. Inc., the assignment of the described property lot,

Whereas, GHC assigns the parcel of land (the “Land”) containing approximately 6,193± square feet and further described as;

Tract 1113, Block 12, Lot 1, in the Municipality of Dededo, as shown on map prepared by Land Management No. 14-9IT561, I. M. Check No. 214Y94, Subdivision Survey Map of Tract 1113, (Formerly Lot 10125-11-1) recorded under Document No. 503994, last Certificate of Title No. 35085. Water and power (electricity) and sewer are available within a distance of 100 feet from the property.

MCB

**590 S. Marine Corps Drive, Ste. 514 ITC Building, Tamuning, Guam 96931
Telephone Number (671) 647-4143/46 • Fax Number (671) 649-4144**



GUAM HOUSING CORPORATION

P.O. Box 3457, H... 96932



February 4, 2019

Jack Hattig, III
Administrator
Chamorro Land Trust Commission
590 South Marine Drive
ITC Building, Suite 733
Tamuning, Guam 96913

REF: Memorandum of Agreement

Hafa Adai Administrator Hattig,

This is in reference to the attached Memorandum of Agreement between Chamorro Land Trust and Guam Housing Corporation (GHC) executed on February 5, 2014. The objective of this agreement is to showcase various "affordable" building systems and provide options to CLTC applicants relative to their housing needs.

GHC will issue another "Invitation for Design" of affordable homes on the attached CLTC lands.

We are committed to continue our working relationship with CLTC to provide home ownership for our mutual applicants.

Should you need to discuss this further, GHC will certainly be available.

Dangkulo Na Si Yuus Ma'ase,

ALICE M. TAIJERON
Acting President

Attachment

MEMORANDUM OF AGREEMENT
between the
CHAMORRO LAND TRUST
and the
GUAM HOUSING CORPORATION

This Agreement is entered into on this 11th day of FEBRUARY, 2014, between the **CHAMORRO LAND TRUST**, by and through the Chamorro Land Trust Commission, (CLTC) whose address is 590 S. Marine Corps Dr., 3rd Floor ITC Bldg., Tamuning, Guam 96913, and the **GUAM HOUSING CORPORATION (GHC)** whose address is 590 S. Marine Corps Dr., 5th Floor ITC Bldg., Tamuning, Guam 96913.

WHEREAS the CLTC is a legislatively created body charged with administering for the benefit of the Chamorro people available lands on Guam that are Chamorro Homelands, and to this end may grant leases and licenses for the use of such property, and

WHEREAS the GHC is a public corporation and autonomous agency of the government of Guam created to promote the general welfare of the inhabitants of the Territory of Guam through the improvement of housing standards, housing supply and housing affordability in Guam, and

WHEREAS the CLTC has within its inventory of Chamorro Homelands certain real property described as,

- a. Tract 1113, Block No. 12, Lot No. 1, Municipality of Dededo
- b. Tract 1113, Block No. 12, Lot No. 2, Municipality of Dededo
- c. Tract 1113, Block No. 12, Lot No. 3, Municipality of Dededo
- d. Tract 1113, Block No. 12, Lot No. 4, Municipality of Dededo
- e. Tract 1113, Block No. 12, Lot No. 5, Municipality of Dededo
- f. Tract 1113, Block No. 12, Lot No. 6, Municipality of Dededo
- g. Tract 1113, Block No. 12, Lot No. 7, Municipality of Dededo
- h. Tract 1113, Block No. 12, Lot No. 8, Municipality of Dededo
- i. Tract 1113, Block No. 12, Lot No. 9, Municipality of Dededo
- j. Tract 1113, Block No. 12, Lot No. 28, Municipality of Dededo

(hereinafter "Lots" or "the Lots"), and

WHEREAS the CLTC possesses and licenses other Chamorro Homelands within the village of Dededo, and

WHEREAS the GHC desires to take possession of the Lots for a fixed term for the purpose of having built upon them affordable model homes, and

WHEREAS it is the intent of the GHC to enter into certain sub- licenses with developers or contractors for the construction of model affordable houses upon the Lots, and

WHEREAS the CLTC does not object to sub-license agreements entered into between GHC and developers or contractors for the construction of model affordable houses upon the Lots, and

WHEREAS these model homes will serve to educate the public as to the practicality, safety, convenience and affordability of such homes so that they may elect to construct such a home, and

WHEREAS the availability of such homes on Guam will serve to address the need for safe, affordable housing all to the benefit and general welfare of the inhabitants of the Territory of Guam, and

WHEREAS the construction of such homes on Chamorro Homelands will advance the social, cultural and economic development and well-being of the Chamorro people by way of residential land distribution and economic assistance programs, and

WHEREAS the CLTC is empowered to grant licenses for the use of Chamorro Homelands to licensees for public purposes pursuant to Chapter 75 of Title 21, Guam Code Annotated, and

WHEREAS the GHC is empowered by Chapter 4 of Title 12, Guam Code Annotated, to encourage and engage in low and moderate income housing activities including the development of low cost housing and may take, hold and use real property for these purposes,

NOW THEREFORE, the CLTC and the GHC agree as follows;

1. The CLTC shall grant licenses for no less than one year to the GHC to hold and use for public purposes the Lots, described as,
 - a. Tract 1113, Block No. 12, Lot No. 1, Municipality of Dededo
 - b. Tract 1113, Block No. 12, Lot No. 2, Municipality of Dededo
 - d. Tract 1113, Block No. 12, Lot No. 4, Municipality of Dededo
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 - i. Tract 1113, Block No. 12, Lot No. 9, Municipality of Dededo
 - j. Tract 1113, Block No. 12, Lot No. 28, Municipality of Dededo
2. That the CLTC and the GHC agree that the GHC may in turn grant sub-licenses of said Lots to developers or contractors for the construction of model affordable houses upon the Lots.
3. That upon the expiration of the license for each Lot, the GHC shall surrender the Lot, together with any and all improvements made upon it, to the CLTC.
4. That upon the surrender of each Lot, the GHC shall have no further right, nor obligation, with respect to a Lot, nor any improvement made upon it.

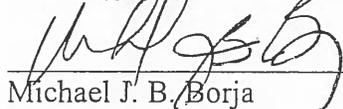
AGREED this 11th day of FEBRUARY 2014 at the City of Hagåtña, Guam.

**FOR THE CHAMORRO
LAND TRUST**



David Camacho
Acting Director, DLM

Date: FEB 11, 2014



Michael J. B. Borja
Chair (acting), CLTC

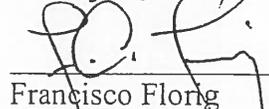
Date: FEB 11, 2014

**FOR THE GUAM HOUSING
CORPORATION**



Martin Benavente
President, GHC

Date: 2-5-14



Francisco Florio
Chair, GHC

Date: 02-05-14

CURVE DATA:

CURVE NO	A	R	L	C	CHD
(17)	00°50'31"	39.00	54.88	4.43	S 88°11'40"W
(18)	01°16'21"	1,113.98	24.23	20.22	S 82°00'43"E
(19)	48°14'31"	35.00	28.45	27.67	N 74°12'13"E
(20)	02°47'25"	1,642.70	00.00	79.53	N 00°12'03"E
(21)	01°54'32"	1,352.70	51.88	51.88	S 05°42'47"W
(22)	32°32'10"	1,642.70	67.93	67.93	S 03°37'18"W
(23)	03°32'10"	1,352.70	84.31	84.31	N 03°37'18"E
(24)	02°47'25"	1,642.70	59.21	59.21	S 01°30'38"W
(25)	01°22'10"	1,642.70	67.93	67.93	N 01°18'00"E
(26)	02°22'10"	1,642.70	67.93	67.93	S 01°07'04"E

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Korporasion Guam Housing

USE AGREEMENT

THIS AGREEMENT dated this June 29, 2015, is made by and between the **Guam Housing Corporation** (hereinafter "GHC") and **TK Wada Co., Inc.** (hereinafter "Developer"), a corporation organized and existing under the laws of Guam, for the exclusive purpose of constructing a model home upon property licensed to the GHC by the Chamorro Land Trust Commission (CLTC) for person(s) qualified to receive leaseholds of Chamorro Homelands pursuant Chapter 75, Title 21 Guam Code Annotated (hereinafter "Qualified Recipients").

WITNESSETH

Whereas, the CLTC is authorized by its enabling legislation to carry on any activity it deems necessary to assist Qualified Recipients in obtaining maximum utilization of leased lands, including taking any steps necessary to develop these lands for their highest and best use commensurate with the purposes of leasing residential lots to those person(s); and

Whereas, Qualified Recipients are in need of obtaining affordable homes on leased residential lots; and

Whereas, CLTC holds fee title to parcels of land (the "Land") located in a development known as Sagan Linayan located in the village of Dededo, Guam; and

Whereas, the CLTC has licensed said parcels of land to the GHC for use not inconsistent with the enabling statutes of the CLTC and the GHC, and

Whereas, the GHC is authorized by its enabling legislation to encourage and promote the investment of private capital in low and moderate income residential housing in Guam; to engage in land-use planning for residential housing purposes; to encourage and engage in low and moderate income housing activities, including development of residential subdivisions and to encourage and promote the purchase or construction of affordable, typhoon-resistant, permanent homes by the residents of Guam; and

Whereas, Developer has proposed a certain plan for the construction of affordable housing for the benefit of Qualified Recipients, which plan achieves the statutory purposes of the CLTC and of the GHC; and

Whereas, Developer commits to GHC for the self-financed construction of its proposed housing pursuant to plan; and

Whereas, Developer has requested that the GHC grant to it exclusive, temporary use of and access to a lot(s) upon the Land to construct a model unit of its proposed housing plan; and

Whereas, Developer agrees to hold open for public inspection its constructed home for a period of one year from receipt of all necessary permits, including an occupancy permit from a competent authority; and

Whereas, the GHC has agreed to assist Developer in the sale of the proposed home but does not warrant such a sale shall occur;

NOW, therefore, the GHC, and Developer agree as follows:

SECTION I
PARTIES' DUTIES AND OBLIGATIONS

It is understood by Developer and the GHC that this Agreement establishes the use of described property by the Developer for the construction of a suitable, described home upon a lot as described in **attachment A** hereto (the "Work").

It is understood by Developer and the GHC that because the home is constructed upon CLTC property, it can only be sold to a Qualified Recipient of a lease to land within the Chamorro Homelands pursuant to Chapter 75, Title 21, Guam Code Annotated.

It is understood by Developer, the GHC and the CLTC that this Agreement does not, and cannot be interpreted to convey any estate in fee, lease, or otherwise by the CLTC to the Developer.

A. The GHC's Obligation

1. The GHC will grant to Developer the use of a lot within the Land described in **Attachment A** hereto.
2. The grant of use of that lot will be for a period of two years (2) unless sooner terminated under this Agreement.

B. The Developer's Obligation

1. The Developer shall furnish all of the labor and materials and perform all of the work on the lot necessary for, and as set forth in, plans and specifications prepared as part of its home plan; that plan having been submitted to the GHC as part of Invitation for Design Submissions (IFD GHC001-14) and incorporated in this Agreement to the same extent and effect as if such plan were fully set out herein (the "Plan").
2. The Plan has been furnished by the Developer to the GHC upon the express warranty and representation of the Developer that the Plan covers all items of work, labor and materials needed for the construction of improvements and appurtenances on the lot consisting of a minimum 1000 square foot residential building and appurtenances including all necessary utilities (the "home") and that an owner of the home is fully qualified to receive an occupancy

permit from a competent authority, that the home meets all relevant building codes and is insurable by an insurer licensed to insure real property on Guam.

3. The Developer shall perform all necessary work and furnish all necessary materials in order to complete the home in "turnkey" condition so that, upon completion of Developer's obligations, neither the CLTC, GHC or a Qualified Recipient will be required to perform any work or furnish any material or labor (other than the installation of furniture and appliances) in order to make use of the home as a fully equipped and integrated residential home which is ready to be occupied.

4. The Developer represents that the price of the home as contained in the Plan is the minimum price for construction in accordance with the preceding paragraph 3. The Developer may vary or upgrade optional features of the home, but not as to the basic floor layout in the Plan, so long as the starting price and additional prices for variations or upgrades are disclosed in any advertising or marketing of the home.

5. Prior to the commencement of the work necessary to construct the home, the Developer shall deliver to the GHC,

(a) a written site safety plan in form and content approved by the GHC, such approval not to be unreasonably withheld, conditioned or delayed (the "Site Safety Plan") and incorporated in this Agreement to the same extent and effect as if such Site Safety Plan were fully set out herein,

(b) copies of all permits required by any federal or territorial law, rule or regulation of any governmental authority having or asserting jurisdiction (such laws, rules and regulations, separately or collectively are hereafter referred to as "Applicable Law"),

(c) insurance certificates from each contractor and subcontractor showing fully paid general liability coverage with respect to the work of not less than \$1,000,000.00 of primary, non-contributory coverage, per occurrence and naming the CLTC as an additional insured party,

(d) a list of all contractors and subcontractors retained to perform the work, such list to include the name, address telephone and facsimile number and contact person for each such contractor and subcontractor, and

(e) evidence reasonably satisfactory to the GHC and/or its agents that:

(i) all requirements of the Site Safety Plan which are to be implemented prior to the commencement of the Work have been implemented, and

(ii) the Developer has filed all forms necessary with respect to any and all Applicable Law, rule or regulation: and

(iii) a copy of all professional licenses necessary for Developer to carry out any access of its business here on Guam

6. All of the work to construct the home shall be performed in a safe manner, in full compliance with Applicable Law, the Site Safety Plan and this Agreement by skilled contractors with experience in the performance of tasks similar to the Project.

7. During the construction of the home and before, there shall be no material changes to the Site Safety Plan or the Plan without the written approval of the GHC, which approval shall not be unreasonably withheld, conditioned or delayed.

8. The Developer will hold project meetings while the home is being constructed at which representatives of the CLTC and GHC may be present, if the CLTC and GHC so choose, and receive from the Developer the schedule for the completion of the home.

9. No later than 10 business days from the "Completion Date" (defined as the date a permanent certificate of occupancy has been issued by the Guam Department of Public Works, and all Costs have been paid), the Developer shall, at its sole cost and expense, cause all debris, materials, and other refuse to be removed from the Land, take all steps required by the Site Safety Plan to be performed at such time, repair any damage to the Land and provide assurances that there are no liens, mechanic's, materialman's or others burdening the land or the home..

10. In the event that while any aspect of the work is being performed any portion of the Land is damaged, and such damage is directly attributable to the work, and not due to the acts or omissions of the CLTC or GHC, such damage shall be promptly repaired and the damaged item restored to its condition as of commencement of the work, or if not possible, the damaged item shall be replaced within a reasonable amount of time.

11. Because the purpose of this Agreement is to increase opportunities for Qualified Recipients and others to obtain affordable, lower cost housing, and because the Developer is constructing a "model home", Developer agrees to require as a condition of sale to a Qualified Recipient (if any) that the home is held open for public inspection during mutually agreed days and hours and for a period of no more than 12 months from date of completion of the home. Completion is understood to mean the date upon which all permits necessary to occupy the home are received or obtained by the Developer from competent authorities.

12. Performance Bond. Developer must deliver to the GHC an executed performance bond in such form acceptable to GHC in an amount equal to one hundred percent (100%) of the value of a fully-constructed and permitted home as security for the faithful performance of the Work within 15 days after execution of this Agreement and prior to a receipt of a Notice to Proceed from the GHC. The surety of the bond shall be such surety company or companies as are approved by GHC. Developer's failure to obtain such performance bond is subject to immediate revocation of this Use Agreement.

SECTION II
WARRANTIES AND REPRESENTATIONS

A. Independent Contractor. The Developer warrants and represents to the GHC that it is fully experienced in properly qualified as an expert to perform the work necessary to the Project and that it is properly equipped, organized and financed to perform such work. The Developer shall finance its own operations, shall operate as an independent Contractor, and not as the agent of the GHC, and shall indemnify, defend and hold the GHC free and harmless from all liabilities, costs, and charges by reason of any act, omission, or representation of the Developer or of its subcontractors, agents, or employees.

B. Non-Defective Work. The Developer warrants against defective work, material, equipment, and completion of the work will be made in such condition for good and ready occupancy. The Developer warrants and represents that the completed home shall be in such acceptable condition to obtain a permit of occupancy from the Guam Department of Public Works and any other competent authority and that it is insurable by an insurer licensed to insure real property on Guam.

C. GHC warrants that it has a license issued by the CLTC for the use of the Land and that it may, in turn, grant to others the use of the Land. GHC grants right of entry and use of the Land and lot to Developer and its employees, agents, contractors, subcontractors and volunteers for the purposes of completing the home as part of its efforts to maximize the use of residential lots.

D. This Use Agreement shall remain in effect up to the date of closing on the sale of the home the subject of the Agreement, but no more than two years from the date of execution of this Use Agreement. Nothing in this paragraph shall be construed to alter any obligation present pursuant to Section I.

E. The GHC warrants that it will use its best efforts, alone or in cooperation with other Government of Guam entities to assist in the sale of the home to a Qualified Recipient but does not warrant that any home will be sold.

SECTION III
DEFAULT AND TERMINATION

A. In accordance with Guam law, rules and regulations, and as between the GHC and Developer, this Agreement may be terminated at the convenience of the GHC and in the best interests of the Territory of Guam and the GHC.

B. In the event of sale of a house upon the lot (defined as transfer of ownership of the house to the Qualified Recipient) to a Qualified Recipient, and upon the grant of a lease to that Qualified Recipient by the CLTC pursuant to Chapter 75, Title 21, Guam Code Annotated, the

GHC and the Developer agree that the license to use the lot from the CLTC to the GHC shall terminate.

C. In the event of a breach by Developer of any of its obligations under this Agreement (an event of "Default"), the GHC shall give the Developer notice thereof and, if within 10 business days of receipt of such notice, the Developer has not cured such condition (or, if such condition is not reasonably susceptible of curing within 10 business days, the Developer has not begun to cure the condition within such period and prosecuted the cure to completion with diligence), then the GHC, upon 5 business days' notice, may terminate this Agreement and upon such termination the Developer shall cease all Work but shall continue to perform its obligations under this Use Agreement.

D. Upon default, the GHC may pursue all legal and equitable remedies, including but not limited those set forth in the Agreement or allowed by law and equity, against the Developer.

SECTION IV EXPENSES; INDEMNIFICATION

A. The Developer shall promptly, within 30 days of receipt of a demand notice from the GHC, directly pay or reimburse the GHC for any and all of the reasonable costs and expenses incurred by the GHC in connection with the work described in this Agreement, including without limitation, reasonable legal fees, environmental testing, security, and extermination, any and all permits, certificates and inspections required in connection therewith. The GHC shall provide the Developer with detailed invoices showing all such costs.

B. The Developer shall indemnify, defend and hold harmless, the GHC, its boards of directors, officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, which arise out of or are connected with, or are claimed to arise out of or be connected with,

(i) the Plans, the Work, the Developer's default under this Agreement,

(ii) any accident or occurrence resulting in damage or injury which happens in or about the Land while the Work is being performed or while the Developer is performing its obligations under this Agreement, either directly or through a contractor, subcontractor, materialman or supplier or while the equipment or supplies of any of the foregoing are near the Land,

(iii) any violation of Applicable Law by Developer,

(iv) the Developer's use, misuse, erection, maintenance, operation or failure of any machinery or equipment in connection with the Work resulting in damage or injury (including, but not limited to, scaffolds, derricks, ladders, hoists, rigging supports, rigging or other similar or dissimilar equipment or machinery used in connection with the Work)

whether or not such machinery or equipment was furnished, rented, or loaned by the Developer or its contractor, or anyone acting by through or under the Developer or its contractor.

C. The obligations of the Developer under this Section shall survive the termination or completion of this Agreement

SECTION V
NOTICES

Any law or statute to the contrary notwithstanding, any notice required or permitted under this Agreement shall be in writing and shall be given by (a) certified mail, return receipt requested, or (b) by hand delivery to the parties at the addresses and facsimile numbers, as appropriate, listed below:

For the Guam Housing Corporation

President
Guam Housing Corporation
ITC Building, 5th Floor, Ste. 535
Tamuning, Guam 96931

For the Developer

TK Wada Co. Inc.

SECTION VI
MISCELLANEOUS

- A. No amendment or modification of this Agreement will be binding unless in writing and signed by all parties.
- B. This Agreement shall be construed under and governed by the laws of Guam.
- C. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby.
- D. This Agreement constitutes the entire agreement among the parties. Any prior agreements or understandings among the parties, whether written or oral, are hereby superseded. This Agreement shall bind and inure to the benefit of the parties.

E. Assignment. No party may assign its respective responsibilities, rights, and/or conditions without prior written consent of the other parties.

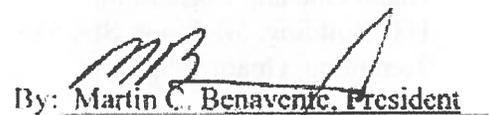
F. This Agreement may be executed in counterparts, a complete set of which shall constitute an original, and in duplicates, each of which shall constitute an original. Copies of the Agreement showing the true signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction may be used for all purposes as originals. It is expressly agreed that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed to be made for the benefit of any third party or parties.

IN WITNESS WHEREOF, the GHC and the Developer have duly executed and delivered this Agreement as of the day and the year first above written

TK WADA CO., INC.

GUAM HOUSING CORPORATION

By: 
Authorized Representative
Date: 6/29/15

By: 
Authorized Representative
Date: 6-29-15



Katporashim Gñatma' Guahm

GUAM HOUSING CORPORATION

P.O. Box 4177, Hignitan, Guam 96932

ADDENDUM

Date: August 10, 2015

To: TK WADA CO., INC.
788 S. Marine Corps Drive, Ste. #2A
Tamuning, Guam 96913

From: Martin C. Benavente *MB*
President, Guam Housing Corporation

SUBJECT: SAGAN LINAHYAN MODEL HOMES – Lot Assignment

Pursuant herewith attached to the USE AGREEMENT between **Guam Housing Corporation** and **TK Wada Co. Inc.**, the assignment of the described property lot,

Whereas, GHC assigns the parcel of land (the "Land") containing approximately 6,193± square feet and further described as:

Tract 1113, Block 12, Lot 1, in the Municipality of Dededo, as shown on map prepared by Land Management No. 14-91T561, L.M. Check No. 214Y94, Subdivision Survey Map of Tract 1113, (Formerly Lot 10125-11-1) recorded under Document No. 503994, last Certificate of Title No. 35085. Water and power (electricity) and sewer are available within a distance of 100 feet from the property.

MCB

*590 S. Marine Corps Drive, Ste. 514 ITC Building, Tamuning, Guam 96931
Telephone Number (671) 647-4143/46 • Fax Number (671) 649-4144*



Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 649-5263 Ext. 400 Fax: 649-5383

April 22, 2019

Memorandum

TO: Honorable Lourdes A. Leon Guerrero
Governor of Guam

FR: Administrative Director

RE: **FY2019 Monthly Revenue Collection Report**

Buenas yan Hafa Adai!

In accordance with the Guam Code Annotated Title 21, Chapter 75, §75123(b), the Chamorro Land Trust Commission (CLTC) is submitting its monthly revenue collection report for Appropriated and Non-Appropriated Funds for March 2019.

Account/Fund Name	MARCH REV Collected	Year to Date Collected
3222 - CLTC Operations	\$ 36,808.17	\$619,255.50
3415 - CLTC Loan Guaranty	\$ 9,828.79	\$68,238.63
3669 - CLTC Survey & Infrastructure	\$ 4,840.48	\$53,027.22
Total	\$ 51,477.44	\$740,521.35

In addition, revenues from the Non-Appropriated Funds are reported as follows:

Account/Fund Name	MARCH REV Collected	Year to Date Collected	Acct. Bal. as of MARCH 2019
Bank of Guam Acct. TDOA #XXXXXX2274	\$21.65	\$127.06	\$203,925.62
Bank of Guam Acct. Chkg #XXXXXX5976	\$ 0.00	\$0.00	\$10,940.94
Bank of Guam TCD #XXXXXX7964	\$0.00	\$0.00	\$300,000.00
Total	\$ 21.65	\$127.06	\$514,866.56

Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman

Joseph I. Cruz
Vice-Chairman

Amanda L.G. Santos
Commissioner

Austin J. Duenas
Commissioner

Shawntel L. Techai a
Commissioner

Jack E. Hattig III
Administrative Director

Rev. 02/4/2019

If you should have any questions or require additional information, please do not hesitate to contact Mr. Joseph Cruz at 649-5263 ext. 430.

Senseramente,



Jack E. Hattig III

Attachment

Cc: Speaker, Senator Tina Muña-Barnes, 35th Guam Legislature
Chairwoman, Senator Therese M. Terlaje, Committee on Health,
Tourism, Historic Preservation, Land, and Justice
Office of Public Accountability
Director, Bureau of Budget and Management Research (BBMR)
Mr. Jason Baza, CLTC Budget Analyst, BBMR
Director, Department of Administration
Comptroller, Department of Administration
Financial Statement Reporting Branch, Department of Administration
CLTC Board Members

Former Land for the Landless Properties

GOVERNMENT OF GUAM – Department of Land Management
Office of the Recorder 930232
File for Record is Instrument Number _____
On the Year 20 19 Month 01 Day 04 Time 4:28
DE-OFFICIO
Recording Fee _____ Receipt No. _____
Deputy Recorder Jane Yamasaki
JANE T. YAMASAKI

*Umatac lots transferred to CLTC
- 16 lots
only 2 lots good w/ utilities - paved road
- 14 lots affected by Route 2
Agat Umatac R 06/

AFFIDAVIT OF ADMINISTRATIVE TRANSFER BY PUBLIC LAW

Public Laws No.33-104, 33-176, and 34-20, Public Laws No.33-104, 33-176, and 34-20, the following Land for the Landless defaulted properties are transferred to the Chamorro Land Trust Commission land inventory:

Property Descriptions: **Umatac Land for the Landless Subdivision**

1. Lot 7, Block 2, Tract 104, Umatac Subdivision, Municipality of Umatac, containing an area of 660± square meters or 7,107± square feet as shown map prepared by Land Management No. I4-77T109, L.M. Check No. 156FY81, Subdivision Survey Map of Tract 104, formerly Lot 118-NEW recorded under Document No. 320335, last Certificate of Title No. 35993, and 305939.
2. Lot 10, Block 4, Tract 104, Umatac Subdivision, Municipality of Umatac, containing an area of 640± square meters or 6,888± square feet as shown map prepared by Land Management No. I4-77T109, L.M. Check No. 156FY81, Subdivision Survey Map of Tract 104, formerly Lot 118-NEW recorded under Document No. 320335, last Certificate of Title No. 35993, and 305939.
3. Lot 3, Block 3, Tract 104, Umatac Subdivision, Municipality of Umatac, containing an area of 564± square meters or 6,027± square feet as shown map prepared by Land Management No. I4-77T109, L.M. Check No. 156FY81, Subdivision Survey Map of Tract 104, formerly Lot 118-NEW recorded under Document No. 320335, last Certificate of Title No. 35993, and 305939.
4. Lot 9, Block 4, Tract 104, Umatac Subdivision, Municipality of Umatac, containing an area of 603± square meters or 6,499± square feet as shown map prepared by Land Management No. I4-77T109, L.M. Check No. 156FY81, Subdivision Survey Map of Tract 104, formerly Lot 118-NEW recorded under Document No. 320335, last Certificate of Title No. 35993, and 305939.

5. Lot 6, Block 2, Tract 104, Umatac Subdivision, Municipality of Umatac, containing an area of 720± square meters or 7,750± square feet as shown map prepared by Land Management No. I4-77T109, L.M. Check No. 156FY81, Subdivision Survey Map of Tract 104, formerly Lot 118-NEW recorded under Document No. 320335, last Certificate of Title No. 35993, and 305939.
6. Lot 6, Block 3, Tract 104, Umatac Subdivision, Municipality of Umatac, containing an area of 603± square meters or 6,499± square feet as shown map prepared by Land Management No. I4-77T109, L.M. Check No. 156FY81, Subdivision Survey Map of Tract 104, formerly Lot 118-NEW recorded under Document No. 320335, last Certificate of Title No. 35993, and 305939.
7. Lot 31, Block 2, Tract 3321, Umatac Subdivision, Municipality of Umatac, containing an area of 877± square meters or 9,440± square feet as shown map prepared by Land Management No. I4-77T049, L.M. Check No. 342FY77, Subdivision Survey Map of Tract 3321, formally a portion of Lot No. 253, last Certificate of Title No. 60707.
8. Lot 6, Block 1, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.
9. Lot 6, Block 5, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.
10. Lot 3, Block 11, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 946± square meters or 10,184± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.
11. Lot 2, Block 1, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.

12. Lot 9, Block 2, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.
13. Lot 24, Block 2, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 650± square meters or 7,000± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.
14. Lot 3, Block 5, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.
15. Lot 4, Block 10, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.
16. Lot 6, Block 9, Tract 3241, Umatac Subdivision, Municipality of Umatac, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-84T208, L.M. Check No. 341FY84, Subdivision Survey Map of Tract 3241, formerly Lots 269-1, and 269-2, recorded under Document No. 35802, last Certificate of Title No. 75762, and 75763.

Transfer from: Government of Guam
Transfer to: Chamorro Land Trust Commission
Public Law Nos.: 33-104, 33-176, and 34-20

GOVERNMENT OF GUAM – Department of Land Management
Office of the Recorder **930231**
 File for Record is Instrument Number _____
 On the Year 20 19 Month 01 Day 04 Time 4:24
 Recording Fee DE-OFFICIO Receipt No. _____
 Deputy Recorder Jane Yamasaki
JANE T. YAMASAKI

* As- Lucea lots
 transferred to
 CLTC
 ✓ - 12 lots
 ✓ - utilities
 ✓ - paved road

AFFIDAVIT OF ADMINISTRATIVE TRANSFER BY PUBLIC LAW

Public Laws No.33-104, 33-176, and 34-20, Public Laws No.33-104, 33-176, and 34-20, the following Land for the Landless defaulted properties are transferred to the Chamorro Land Trust Commission land inventory:

Property Descriptions: **Talofofo Land for the Landless**

1. Lot 23, Block 1, Tract 2831, Talofofo Subdivision, Municipality of Talofofo, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofo, recorded under Document No. 503915, last Certificate of Title No. 62049.
2. Lot 21, Block 2, Tract 2831, Talofofo Subdivision, Municipality of Talofofo, containing an area of 930± square meters or 10,015± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofo, recorded under Document No. 503915, last Certificate of Title No. 62049.
3. Lot 9, Block 3, Tract 2831, Talofofo Subdivision, Municipality of Talofofo, containing an area of 1,072± square meters or 11,542± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofo, recorded under Document No. 503915, last Certificate of Title No. 62049.
4. Lot 6, Block 4, Tract 2831, Talofofo Subdivision, Municipality of Talofofo, containing an area of 1,076± square meters or 11,586± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofo, recorded under Document No. 503915, last Certificate of Title No. 62049.
5. Lot 5, Block 7, Tract 2831, Talofofo Subdivision, Municipality of Talofofo, containing an area of 966± square meters or 10,394± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofo, recorded under Document No. 503915, last Certificate of Title No. 62049.

6. Lot 5, Block 8, Tract 2831, Talofofu Subdivision, Municipality of Talofofu, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofu, recorded under Document No. 503915, last Certificate of Title No. 62049.
7. Lot 1, Block 9, Tract 2831, Talofofu Subdivision, Municipality of Talofofu, containing an area of 980± square meters or 10,549± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofu, recorded under Document No. 503915, last Certificate of Title No. 62049.
8. Lot 3, Block 10, Tract 2831, Talofofu Subdivision, Municipality of Talofofu, containing an area of 958± square meters or 10,313± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofu, recorded under Document No. 503915, last Certificate of Title No. 62049.
9. Lot 3, Block 13, Tract 2831, Talofofu Subdivision, Municipality of Talofofu, containing an area of 1,104± square meters or 11,888± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofu, recorded under Document No. 503915, last Certificate of Title No. 62049.
10. Lot 8, Block 17, Tract 2831, Talofofu Subdivision, Municipality of Talofofu, containing an area of 1,534± square meters or 16,513± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofu, recorded under Document No. 503915, last Certificate of Title No. 62049.
11. Lot 2, Block 18, Tract 2831, Talofofu Subdivision, Municipality of Talofofu, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofu, recorded under Document No. 503915, last Certificate of Title No. 62049.
12. Lot 10, Block 18, Tract 2831, Talofofu Subdivision, Municipality of Talofofu, containing an area of 948± square meters or 10,204± square feet as shown map prepared by Land Management No. I4-91T399. L.M. Check No. 068FY91, Subdivision Survey Map of Tract 2831, formerly Lot 402-R11, Talofofu, recorded under Document No. 503915, last Certificate of Title No. 62049.

Transfer from: Government of Guam

Transfer to: Chamorro Land Trust Commission

Public Law Nos.: 33-104, 33-176, and 34-20

GOVERNMENT OF GUAM – Department of Land Management
Office of the Recorder
 File for Record is Instrument Number 930229
 On the Year 20 19 Month 01 Day 04 Time 4:22
 Recording Fee DE-OFFICIO Receipt No. _____
 Deputy Recorder Jane Yamasaki
 JANE T. YAMASAKI

Ija lots
transferred to
CLTC
-103 lots
- sporadic
utilization
- sporadic
farming

AFFIDAVIT OF ADMINISTRATIVE TRANSFER BY PUBLIC LAW

Public Laws No.33-104, 33-176, and 34-20, Public Laws No.33-104, 33-176, and 34-20, the following Land for the Landless defaulted properties are transferred to the Chamorro Land Trust Commission land inventory:

Property Descriptions: **Ija Land for the Landless Subdivision**

1. Lot 1, Block 1, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
2. Lot 1, Block 2, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
3. Lot 1, Block 1, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
4. Lot 2, Block 1, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

5. Lot 7, Block 1, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
6. Lot 9, Block 1, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,032± square meters or 11,754± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
7. Lot 13, Block 1, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
8. Lot 19, Block 1, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
9. Lot 3, Block 2, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
10. Lot 5, Block 2, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
11. Lot 8, Block 2, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
12. Lot 10, Block 2, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,132± square meters or 12,187± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992,

Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

13. Lot 12, Block 2, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,115± square meters or 12,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
14. Lot 16, Block 2, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 984± square meters or 10,594± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
15. Lot 23, Block 2, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
16. Lot 1, Block 3, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,022± square meters or 11,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
17. Lot 3, Block 3, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
18. Lot 4, Block 3, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
19. Lot 17, Block 3, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

20. Lot 18, Block 3, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
21. Lot 19, Block 3, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
22. Lot 3, Block 3, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
23. Lot 4, Block 3, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
24. Lot 6, Block 4, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
25. Lot 7, Block 4, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
26. Lot 9, Block 4, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
27. Lot 10, Block 4, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992,

Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

28. Lot 12, Block 4, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
29. Lot 3, Block 5, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 950± square meters or 10,225± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
30. Lot 4, Block 5, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
31. Lot 6, Block 5, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 932± square meters or 10,034± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
32. Lot 7, Block 5, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 976± square meters or 10,500± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
33. Lot 12, Block 5, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,115± square meters or 12,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
34. Lot 15, Block 5, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

35. Lot 17, Block 5, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 976± square meters or 10,500± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
36. Lot 19, Block 5, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 937± square meters or 10,091± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
37. Lot 21, Block 5, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
38. Lot 7, Block 6, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
39. Lot 1, Block 7, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
40. Lot 2, Block 7, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
41. Lot 5, Block 7, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 1,022± square meters or 11,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
42. Lot 9, Block 7, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001,

Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.

43. Lot 9, Block 7, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 998± square meters or 10,742± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
44. Lot 12, Block 7, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
45. Lot 13, Block 7, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
46. Lot 18, Block 7, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
47. Lot 1, Block 8, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,115± square meters or 12,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
48. Lot 11, Block 8, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,116± square meters or 12,018± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
49. Lot 4, Block 9, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,147± square meters or 12,345± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

50. Lot 5, Block 9, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,147± square meters or 12,345± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
51. Lot 2, Block 10, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
52. Lot 4, Block 10, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
53. Lot 5, Block 10, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
54. Lot 11, Block 10, Tract 37306, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-01T703, L.M. Check No. 060FY2001, Agricultural Subdivision Survey Map of Tract 37306, formerly Lot 8-4-R1, Inarajan, recorded under Document No. 754846, Certificate of Title No. 116137.
55. Lot 2, Block 10, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
56. Lot 5, Block 10, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
57. Lot 8, Block 10, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992,

Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

58. Lot 9, Block 10, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 957± square meters or 10,300± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
59. Lot 2, Block 11, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
60. Lot 3, Block 11, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
61. Lot 6, Block 11, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,048± square meters or 11,281± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
62. Lot 1, Block 12, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,115± square meters or 12,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
63. Lot 2, Block 12, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
64. Lot 5, Block 12, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,119± square meters or 12,049± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

65. Lot 7, Block 12, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
66. Lot 2, Block 13, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
67. Lot 3, Block 13, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
68. Lot 5, Block 13, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,104± square meters or 11,882± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
69. Lot 8, Block 13, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
70. Lot 10, Block 13, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,104± square meters or 11,882± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
71. Lot 1, Block 14, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,115± square meters or 12,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
72. Lot 2, Block 14, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992,

Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

73. Lot 10, Block 14, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
74. Lot 17, Block 14, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
75. Lot 18, Block 14, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
76. Lot 20, Block 14, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
77. Lot 2, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
78. Lot 3, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
79. Lot 4, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

80. Lot 6, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
81. Lot 7, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,115± square meters or 112,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
82. Lot 9, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
83. Lot 10, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
84. Lot 12, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
85. Lot 13, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
86. Lot 14, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,018± square meters or 10,957± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
87. Lot 16, Block 16, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992,

Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

88. Lot 2, Block 17, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
89. Lot 7, Block 17, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,056± square meters or 11,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
90. Lot 14, Block 17, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,018± square meters or 10,957± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
91. Lot 6, Block 18, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
92. Lot 19, Block 18, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
93. Lot 24, Block 18, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,045± square meters or 11,250± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
94. Lot 25, Block 18, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,045± square meters or 11,250± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

95. Lot 26, Block 18, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,348± square meters or 14,510± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
96. Lot 9, Block 18, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
97. Lot 17, Block 19, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
98. Lot 19, Block 19, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
99. Lot 27, Block 19, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
100. Lot 28, Block 19, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
101. Lot 9, Block 20, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.
102. Lot 14, Block 20, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 929± square meters or 10,000± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No.

086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

103. Lot 15, Block 20, Tract 3734, Ija Subdivision, Municipality of Inarajan, containing an area of 1,096± square meters or 11,793± square feet as shown on map prepared by Land Management No. I4-92T427, L.M. Check No. 086FY1992, Subdivision Survey Map of Tract 3734, formerly Lot 8-3, Inarajan, recorded under Document No. 471864, Certificate of Title No. 112671.

Transfer from: Government of Guam
Transfer to: Chamorro Land Trust Commission
Public Law Nos.: 33-104, 33-176, and 34-20

GOVERNMENT OF GUAM – Department of Land Management
Office of the Recorder

File for Record is Instrument Number 930230

On the Year 20 19 Month 01 Day 04 Time 4:24

Recording Fee DE-OFFICIO Receipt No. _____

Deputy Recorder Jane Yamasaki
JANE T. YAMASAKI

*Pigua No. 1000 lots
transferred to
CLTC
- 36 lots
- all good
- utilities
- paved road

AFFIDAVIT OF ADMINISTRATIVE TRANSFER BY PUBLIC LAW

Public Laws No.33-104, 33-176, and 34-20, the following Land for the Landless defaulted properties are transferred to the Chamorro Land Trust Commission land inventory:

Property Descriptions: **Pigua Land for the Landless**

1. Lot 00, Block 00, Tract, 261, Pigua Subdivision, Municipality of Merizo, containing an area of 946± square meters or 10,800± square feet as shown map prepared by Land Management No. I4-77T041, L.M. Check No. 199FY77, Pigua Subdivision, Increment No.1, Certificate of Title No. 33482.
2. Lot 1, Block 1, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,577± square meters or 16,977± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
3. Lot 40, Block 1, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,361± square meters or 14,652± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
4. Lot 2, Block 1A, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,068± square meters or 11,492± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
5. Lot 7, Block 1A, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,068± square meters or 11,492± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.

6. Lot 8, Block 1A, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,068± square meters or 11,492± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
7. Lot 7, Block 2A, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,186± square meters or 12,761± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
8. Lot 2, Block 3, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 930± square meters or 10,005± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
9. Lot 7, Block 3, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 967± square meters or 10,412± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
10. Lot 9, Block 3, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 945± square meters or 10,167± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
11. Lot 11, Block 3, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 945± square meters or 10,167± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
12. Lot 2, Block 4, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,003± square meters or 15,387± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
13. Lot 1, Block 6, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,670± square meters or 17,971± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.

14. Lot 16, Block 6, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 991± square meters or 10,662± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482
15. Lot 17, Block 6, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 991± square meters or 10,662± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
16. Lot 18, Block 7, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 948± square meters or 10,200± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
17. Lot 19, Block 7, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 948± square meters or 10,200± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
18. Lot 2, Block 8, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 945± square meters or 10,171± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
19. Lot 4, Block 8, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,192± square meters or 12,826± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
20. Lot 8, Block 8, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,083± square meters or 11,657± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
21. Lot 9, Block 8, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 948± square meters or 10,200± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
22. Lot 1, Block 9, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 975± square meters or 10,490± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No.

- 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
23. Lot 5, Block 9, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 950± square meters or 10,229± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
 24. Lot 8, Block 9, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,312± square meters or 14,127± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
 25. Lot 1-3, Block 10, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,112± square meters or 11,969± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
 26. Lot 19, Block 10, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,479± square meters or 15,911± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
 27. Lot 1-8, Block 10, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 946± square meters or 10,182± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
 28. Lot 1-7, Block 10, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 946± square meters or 10,182± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
 29. Lot 14, Block 10, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,136± square meters or 12,222± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.
 30. Lot 18, Block 10, Tract 3821, Pigua Subdivision, Municipality of Merizo, containing an area of 1,659± square meters or 17,859± square feet as shown map prepared by Land Management No. I4-91T418, L.M. Check No. 434FY91, Subdivision Survey Map of Tract 3821, formerly Lot 505-11NEW recorded under Document No. 594643, Certificate of Title No. 33482.

31. Lot 505-19, Pigua Subdivision, Municipality of Merizo, containing an area of 1,030± square meters or 11,086± square feet as shown map prepared by Land Management No. I4-12T717, L.M. Check No. 192FY2012, Pigua Subdivision, recorded under Document No. 843671 Certificate of Title No. 33482.
32. Lot 505-20, Pigua Subdivision, Municipality of Merizo, containing an area of 948± square meters or 10,200± square feet as shown map prepared by Land Management No. I4-12T717, L.M. Check No. 192FY2012, Pigua Subdivision, recorded under Document No. 843671 Certificate of Title No. 33482.
33. Lot 440-9, Pigua Subdivision, Municipality of Merizo, containing an area of 938± square meters or 10,095± square feet as shown map prepared by Land Management No. I4-011T714T717, L.M. Check No. 192FY2012, Pigua Subdivision, recorded under Document No. 838436, Certificate of Title No. 4021.
34. Lot 440-6-2, Pigua Subdivision, Municipality of Merizo, containing an area of 929± square meters or 10,000± square feet as shown map prepared by Land Management No. I4-011T714T717, L.M. Check No. 192FY2012, Pigua Subdivision, recorded under Document No. 838436, Certificate of Title No. 4021.
35. Lot 440-12, Pigua Subdivision, Municipality of Merizo, containing an area of 938± square meters or 10,095± square feet as shown map prepared by Land Management No. I4-011T714T717, L.M. Check No. 192FY2012, Pigua Subdivision, recorded under Document No. 838436, Certificate of Title No. 4021.
36. Lot 440-15, Pigua Subdivision, Municipality of Merizo, containing an area of 1,003± square meters or 10,800± square feet as shown map prepared by Land Management No. I4-011T714T717, L.M. Check No. 192FY2012, Pigua Subdivision, recorded under Document No. 838436, Certificate of Title No. 4021.

Transfer from: Government of Guam

Transfer to: Chamorro Land Trust Commission

Date of Enactment: March 21, 1997

Public Law Nos.: 33-104, 33-176, and 34-20

GOVERNMENT OF GUAM – Department of Land Management
Office of the Recorder

File for Record is Instrument Number 930228

On the Year 20 19 Month 01 Day 04 Time 4:20

Recording Fee DE OFFICIO Receipt No. _____

Deputy Recorder Jane Yamasaki
JANE T. YAMASAKI

* Sdgan Linahyan lots
transfer to CLTC
-10 lots

✓-utilities
✓-sidewalk
✓-play ground
✓-elementary school
✓-middle school
✓-avenue street from
fire station w/
substation

✓-As-Tumbao
community
center

AFFIDAVIT OF ADMINISTRATIVE TRANSFER BY PUBLIC LAW

In accordance with Public Laws No.33-104, 33-176, and 34-20, the following Land for the Landless defaulted properties are transferred to the Chamorro Land Trust Commission land inventory:

Property Descriptions: **GOV/FEMA Emergency Housing Project**

1. Lot No. 3, Block No. 1, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 622± square meters or 6,700± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.
2. Lot No. 11, Block No. 1, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 592± square meters or 6,372± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.
3. Lot No. 12, Block No. 1, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 609± square meters or 6,557± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.
4. Lot No. 25, Block No. 1, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 525± square meters or 5,650± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.

5. Lot No.4, Block No. 3, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 561± square meters or 6,037± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.
6. Lot No. 5, Block No. 3, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 561± square meters or 6,037± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.
7. Lot No. 8, Block No. 3, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 561± square meters or 6,037± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.
8. Lot No. 16, Block No. 4, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 506± square meters or 5,447± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.
9. Lot No. 8, Block No. 4, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 528± square meters or 5,679± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.
10. Lot No. 10, Block No. 7, Tract No. 1113, GOV/FEMA Emergency Housing Project, Government of Guam Subdivision, Municipality of Dededo, containing an area 535± square meters or 5,757± square feet, as shown on map prepared by Land Management No. I4-94T561, L.M. Check No. 214FY94, Subdivision Survey Map of Tract 1113, formerly Lot No. 10125-11-1, recorded under Document No. 503994, Certificate of Title No. 35085.

Transfer from: Government of Guam

Transfer to: Chamorro Land Trust Commission

Public Law Nos.: 33-104, 33-176, and 34-20

