



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 Tãno' Chamoru *(Chamoru Land Trust Commission)*

P.O. Box 2950 Hagåtña, Guåhan 96932

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REGULAR BOARD OF COMMISSIONERS MEETING AGENDA

Department of Land Management Conference Room

3rd Floor, ITC Building, Tamuning, Guam

Thursday, June 6, 2019

Regular Board Meeting - 1:00PM

Public Notice: The *Guam Daily Post* on May 30, 2019 and June 4, 2019

- | | |
|---|---------------|
| I. CALL TO ORDER | 1:00PM |
| II. ROLL CALL | 1:05PM |
| III. APPROVAL OF MINUTES | 1:10PM |
| 1. April 4, 2019 – Working Session | |
| 2. April 4, 2019 - Regular Meeting | |
| IV. NEW BUSINESS | 1:30PM |
| a. Constituent Matters | |
| b. CLTC Infrastructure Plan | |
| V. OLD BUSINESS | 2:00PM |
| 1. Administrative Matters | |
| a. Pre-Moratorium Lease List | |
| b. UOG Hatchery | |
| c. Guam Raceway | |
| d. Former Land for the Landless Properties: Ready for Leasing | |
| VI. FINANCIAL REPORT | 3:30PM |
| 1. Current Status Update | |
| VII. PUBLIC COMMENT | 4:00PM |
| VIII. COMMISSIONERS COMMENTS | 4:15PM |
| IX. ADJOURNMENT | 4:30PM |
| Next Meeting - Thursday, July 18, 2019 at 1:00PM | |

Kumision Inangokkon Tãno' Chamoru
(Chamoru Land Trust Commission)

Approval of Minutes

April 4, 2019 - Working Session

April 4, 2019 - Regular Meeting



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COMMISSION WORKING SESSION

Meeting Minutes

Department of Land Management Conference Room

3rd Floor, ITC Building, Tamuning, Guam

Thursday, April 4, 2019

Working Session 1:00PM to 4:00PM

Public Notice: The Guam Daily Post on March 28, 2019 and April 2, 2019

Okay, thank you everybody, this CHamoru Land Trust working session, is now in session. ****Chairwoman P. Fejeran called the working session to order at 1:08 p.m.**** This working session was provided in the Guam Daily Post on March 28, and April 2. Okay, present today is, myself (*Chairwoman P. Fejeran*), Commissioner Amanda Santos,

Commissioner A. Santos: Here

Chairwoman P. Fejeran: Commissioner Austin Duenas

Commissioner A. Duenas: Here

Chairwoman P. Fejeran: Commissioner Shawntel Techaira

Commissioner S. Techaira: Here

Chairwoman P. Fejeran: Legal Counsel Nicolas Toft

Legal Counsel Toft: Yes

Chairwoman P. Fejeran: And Administrative Director Jack Hattig the third.

Administrative Director: Etse gui yu. *replied in CHamoru*

Chairwoman P. Fejeran: Thank you. Okay, before we get started can we all rise to cite the Inifresi, pot fabot.

***** All are reciting the Inifresi (CHamoru Pledge) *****

Chairwoman P. Fejeran: Biba CHamoru!

All: Biba!

Chairwoman P. Fejeran: Biba CHamoru!

All: Biba!

Chairwoman P. Fejeran: Biba CHamoru!

All: Biba!

CHAIRWOMAN P. FEJERAN: Thanks everybody, so, we are going to be talking about Resolution 2018-09. This resolution was prepared by the Trust, the Commission last year, really in response to the controversy and lessons learned from last year. The resolution was submitted to the Guam Legislature in hopes that they would move to get our proposed changes made to Public Law 23-38, unfortunately the Legislature did not act on it. So, in the time passed since the Commission felt it necessary to revisit the Resolution and revisit the proposed changes, and really take our time to make sure the Commission understands the effects of the proposed changes and also our beneficiaries have a chance to share their concerns with us. Okay, so what we have in the back, I hope you all were able to pick up is this CHamoru Land Trust Commission Working Session April 4, 2019. Okay, we are going to start with this document, we are going to start with an introduction because what the Public Law will do is set the commission and the Trust on its path forward right, but in order to really make that path clear we first have to know where we want to be and that would be the CHamoru Land Trust Vision. So, in this document we have our vision, so, I will just read it here. The CHamoru Land Trust through comprehensive land use planning, robust financial management, and strong partnerships to enhance the abilities of the CHamoru people has benefitted not just the CHamoru people but all the love that call Guam home. CHamoru Land Trust properties are comprised of clean safe and thriving neighborhoods were neighbors' practice Inafa'maolek and all live with dignity. And productive Agricultural tracks of land that are nurture with best management practices and lead the island's agricultural market, and sensitive ecologically culturally significantly lands that are protected and preserve for future generations and sound commercial enterprise that enhance the livelihood and wellbeing of the CHamoru people. So, if you look at our vision, we've underlined the two statements that the Public Law has a direct effect on, first it's our neighborhoods that has to do with our Residential leases and the second is the Agricultural tracks of land, so that's our Agriculture leases. The Public Law 23-38 which we will be looking at today speaks to exactly the process of those leases are awarded that we will be getting into later. Now that we've reoriented ourselves with our vision, right, what we see the future of the Land Trust being, we also have to understand our reality today. So, our 2019 reality, we currently have 5350 applicants on our Residential waiting list we have another 3290 applicants on our Agricultural waiting list. Yes, Director.

Administrative Director: Madam Chair, I just want to make a small edit on the next portion. Instead of vacant It should be leased. Currently we are trying to ascertain with the Department of Land Management and Department of Agriculture what the acreage is for unleased property because right now they've only taken survey of those that are obviously leased. That's the reason why we don't have the division between agricultural and residential for not leased. Right, for vacant properties, it's just an addition so, scratch vacant and put leased. So, that's the acreage that we have leased. That is what we have available, leased already, for Residential and that is what we have leased for Agricultural and again as leases are being approved, and as surveys are being conducted that's when we can ascertain the acreage of not leased property

Chairwoman P. Fejeran: so, what is our vacant total?

Administrative Director: Our vacant total is 5662 not leased total and again subject to what is designated Agricultural versus what is designated as Residential. We are still working with the Department of Land Management and Department of Agriculture to help us ascertain that number.

Chairwoman P. Fejeran: Yeah

Legal Counsel Toft: Plus, the, plus what is registered and what is unregistered.

Administrative Director: Right, correct.

Chairwoman P. Fejeran: so, does this 5662 include unregistered?

Administrative Director: Yes, we're not able to lease unregistered property.

Chairwoman P. Fejeran: It's part of this is vacant total?

Legal Counsel Toft: so, we don't have an exact amount for what is registered?

Administrative Director: Yes

Chairwoman P. Fejeran: So, there are 5662 acres in our inventory that would have to satisfy the 8500 plus people on our waiting list.

Director Hattig: Right, and keep in mind it's not including newly transfer land for landless land subdivision in l'ha, we haven't included that yet because it just got transferred to the trust. That's obviously going to be increased. Subsequent it's fluid, it's fluid because when the Legislature does, you know legislation that takes from our inventory, so does our acreage move, this will be a fluid number for the time being.

Chairwoman Fejeran: So, just to recap what was discussed up here, the third bullet under 2019 Reality, instead of those Residential acreage and Agricultural acreage, referred to vacant land, those are actually leased land acreage. I think it's very important that we add to our notes here the vacant, the total of vacant lands within our inventory is 5662 acres. Unfortunately, we don't know which, how many of those acres set aside for Residential and how many for Agricultural, but I think what we can ascertain from that number, 5662 acres is going to have to meet the demand of our waiting list. We know our waiting list is growing with more people applying every day. So, I think it's important we make that connection, we have, it looks like we have, let me just add that up, looks like we have 8648 people on our waiting list that have to fit in 5662 acres. Okay moving on, we are looking at our past leasing practices, it was done at the Administrative level in past years, now leasing will be approved at the commission level moving forward. Leasing was very applicant centered versus property centered. It's clear that our applicants have an unclear understanding of the leasing process and requirements and it's also clear that lease awards did not consider the ability of the lessee to actually use the land whether that's no utilities infrastructure or access. Or the land is not developable. And also, these awards did not consider an applicant's qualifications to perform conditions under the lease. So, what we want to do is look at this reality and work together to propose changes to the law that will allow the reality to reach our vision, our future vision. Okay, anybody have any questions before we go on?

Chairwoman Fejeran: Yeah sir, Mr. Aguon.

Mr. Aguon: My question (inaudible) residential is half acre, right? Can a family have that split for that child that is waiting on the list to have quarter acre to build their house there, it is just the mother's lot, right. But we are only allowed one residential dwelling; I mean we can have all kinds of canopies and storage but only one residential. But half acre, God you look at it and you can put two houses on it.

Chairwoman Fejeran: Right and we know our families are large on this island and...

Mr. Aguon: I mean there is not enough land, half acre, let's cut it for the other child to build a house.

Chairwoman P. Fejeran: Thank you Mr. Aguon, that's a very good point. What we are going to do as we go through this meeting is, we are going to use this white board, so, we are going to have a parking lot. So, the parking lot is for your comment we are going to put it on the parking lot. Because it's a very good comment that we will get to address. But we will put up there for now until we can get to it.

Mr. Aguon: Because we all have family waiting. Quarter acre to split for the kids.

*****White Board***** Subdivide lots for families. Subdivide half acres into quarter acres.

Chairwoman P. Fejeran: Okay, thank you Mr. Aguon. So, let's move on to our working session format and our ground rules, so the discussion today, will be split into three main sessions per topic. So, the first topic is management of the waiting list. The second topic is the process for awarding leases. The third topic is greater transparency and accountability. We also have the work session matrix; this is the handout that will lead the discussion. So, if you look at the bigger paper, handout, we are going to go by topic. We are going to have the topic discussion, then we are going to talk about our goals for revision to that topic, and how those goals relate to the proposed changes. So, now Public Comment; the public may sign up for public comment per topic area. We have three public comment, sign in sheet be routed around and in the beginning of each topic session we will first have the commenter that signed up join us up here, we will allow two minutes per person's comment. Comments can also be submitted in written form. If your shy to come up, you can write it out and hand it to one of the Land Trust staff members and they'll bring it to us so we can read it aloud. Of course, as the discussion is going on anyone out there can raise their hand as we are going through the discussion then please just wait to be called. Okay, some ground rules, I want to make it clear; the commission can make no decisions during this working session because it is a working session we're here to discuss and throw things out there and really try to figure things out. But very detail notes will be taken where this meeting is getting recorded so at the next regularly scheduled commission meeting, we revisit what we learned here today and make some decisions at that point. This is a public discussion not a debate the purpose is not to win an argument but hear many points of view and explore any options and solutions. No one or two individuals may dominate a discussion. If you have already voiced your ideas let others have an opportunity and when you speak, please be brief and to the point. When you speak, state your name and where you live at a public meeting like this it's helpful to know who's speaking as well as where you live in the community. I think it's also important that you just specify if you're an applicant or lease holder. Right if you're on the waiting list or you hold a lease that would help us as well. I also ask that if you do provide comment that you can come up to the microphone. We have microphones, we will just pass those microphones along. One person speaks at a time, please refrain from making side conversations let's pay attention to the person speaking. If you think you'll forget an idea that comes to mind, write it down. Everyone's doing so well right now, thank you. Listen and respect other points of view. All of us bring information and ideas to contribute and people are more likely to contribute if they know that they are respected. Do your best to understand the pros and cons of every option not just those you prefer. Be as objective and clear minded as you can be. See first to understand, not to be understood. Ask questions to seek clarification when you don't understand the meaning of someone's comments.

Chairwoman P. Fejeran: Okay, so I hope that sets the ground rules for all of us. I'm really happy that you all are here with us. You are interested you want to give your opinion because all of us sit here are at commission level we have maybe two meetings a month and we get to hear from our lease holders and our applicants but we're not the ones going through the process of trying to get a lease or holding your lease. So, it's important that everyone going through the process can tell us really what their experience is, because we want to get the public law as tight as we can so that the past mistakes do not happen again.

Chairwoman P. Fejeran: Alright, now we can move on to our working session. So again, we have two handouts for you to reference, this first long one is separated in three topics. These are the proposed changes from the 2018-09 Resolution that we are revisiting. You see the first column under topic has our goals and outcomes under that topic. And then the second column has the proposed changes per section of the law. The other handout is a very valuable reference. It's the public law as it's currently written. So, you will have a reference to know where we are starting from and what we are proposing to change. Topic one: the first topic is management of our waiting list. Okay, and we have three goals and outcomes for our discussion on management of our waiting list.

- a. Is to reestablishment of an island wide residential list and one island wide agricultural list.
- b. Is priority will be applied in accordance to the law
- c. Rules on transferring and switching of application rights can be clearly identified.

Chairwoman P. Fejeran: Okay, so, we will start with topic one. I have the sign in sheet for some of you to provide public comment, so when I call your name you can please come forward. State your name and we will give you two minutes on the floor. Mrs. Villagomez please come forward.

Director Hattig: Maila Mo'na

Ms. Villagomez: Buenas yan hafa adai. My name is Florencia Villagomez and I am originally from Sinajana but now living in Barrigada. I am also an applicant, and I'm here on behalf of my son, an applicant too, who is in the Marines. My biggest question and I'm sure it's everyone's question. How far along is the list now? And why is it taking so long? It is 2019, that's it. Thank you.

Chairwoman P. Fejeran: Okay, thank you Mrs. Villagomez. You know our focus, is, once we get through the proposed changes, the Trust will have a very clear path to really get leases out to everyone still waiting, so I appreciate your comments. ****referring to white board**** Something I want to put up here based on your comments. You mentioned your son is an applicant but he's in the Marines off-island, right. So, one of the questions that have come up is people living off-island and their name comes up, you know, what do we do. Yeah off-island applicants. Thank you.

Chairwoman P. Fejeran: Okay, next is Mr. Jeffery D. Kosaka? Kosak?

Commissioner A. Santos: Kosaka.

Chairwoman P. Fejeran: Kosaka

Mr. Kosaka: Hafa adai Chairwoman, board members, and Administrator Hattig. My name is Jeffery Duenas Kosaka, I live in Santa Rita and I'm a current lease holder for 3.2-acre Agriculture land in Santa Rita and I live right across that street, where farming was unavailable. How I was able to attain that is in 94 I was an applicant, and I had a Residential. You know infrastructure and a lot of challenges all the way up till I returned back from deployment in 2013. I approached Mr. Monte Mafnas at the time and asked him what can I do now that my wife and I built a house that was under her name. It's not until recently where she gave me rights to survivorship to the house or rights ownership of the house so, that makes me ineligible for Residential. I approached the land trust commission and ask how can I get an agricultural lease and I went through the motion. I had to write a letter saying that I will give up the land in exchange for Agriculture and I went through all the process and the hurdle I had was having to survey the land so I told them I have money so I'm going to survey myself so I can move on. For the most part, I looked into Agriculture because I wanted to find somewhere that I can come and do some soul searching after my deployment, thank you to the members of the previous administration staff of the CLTC they were great people that helped me out through this whole process. If you ask these guys who am I, they'd probably tell you he's popular here. Just ask that question around here and they'd probably tell you. Let's get back into the question here is management of the waiting list, I think that the separation of the two lists is great and umm...who's the current manager for it, who oversees it right now? The board, commission? Who's the one individual?

Mr. Kosaka: is it the administrator?

Chairwoman P. Fejeran: no, I think there's a staff

Mr. Kosaka: Okay, a staff member. What is the proposed, again I didn't want to bring this up? What is the proposed person that will be in charge of this waiting list? Is going to be the commission? Or a staff member, cause if it's going to be a staff member I think maybe with the guidance of Mr. Hattig or the Commission or someone to oversee that kind of stuff so that way there's no pa'pa I lamasa deal going on you know. That kind of stuff so, and the last one I have is umm...I guess we'll stick to the subject and wait until the next question. By the way thank you and I will keep it short for the rest.

Unknown Speaker: I have a quick question? So, in order to have a property surveyed, we have to have a lease? yes or no?

Chairwoman P. Fejeran: No, it's been both ways. So sometimes you have to have a lease and you have to get it surveyed, sometimes they, we withheld the lease until you've gotten surveyed, there's been two paths that have been taken with leasing.

Mr. Kosaka: Can I interject for her comment? So, how I did it was the law allowed you at the time, I wanted the government to survey. The survey was going to take forever, later I found out that the money was taking out of the pot, so, you know stuff like that just for me to be proactive in pursuing what my requirements was to just to get this land was to, I was fortunate to have this money on hand. So, I surveyed it, I couldn't get the tax rate cause of the lap of the seven years. If I am correct, that's still the same. Correct me if I am wrong that the current law still allows the individual trying to get that lease and survey the lot and whatever money they spent is minus for the tax part that you have pay for the tax. So, kind of like, if I paid thousand dollars for survey, whatever tax I have to pay for the number of years I paid the thousand dollars, I won't pay taxing for that many years.

Chairwoman P. Fejeran: Right, yes, or if they survey...

John Gumataotao: If the lessee surveyed the property, then the government will impose the seven-year tax exemption.

multiple conversations

Mr. Kosaka: Seven years or the dollar amount you spent on the survey?

Chairwoman P. Fejeran: It's the full seven years, regardless of the amount.

Administrative Director: It's the full seven years.

Mr. Kosaka: So, that right there is a management for us that want property. You know I am not saying go get a loan or something, but in return of your investment it's you're going to get that property faster than you would wait, if there's no funds in the government right now. Again I am sure that the leadership is working on it to put the funds back into that thing and the interim the properties that ready to be surveyed, giving out to the lessees I think this is one option the public, the individuals on the waiting list, you get your property, you won't get all back hopefully you get it back. It's a good investment.

Chairwoman P. Fejeran: See and you bring up a good point. The fact that information is not really known by everybody on the waiting list or even people who have leases.

Audience Member: and just to tie in umm... what's happen the force between all these years, every time I've calm down. My fathers on a lease, we're supposedly side by side, and they always wanted to move me and stuff but I

already paid into, that was my biggest question is the fact that I've never got a lease but I paid into property up in Yona, I'm from Yona.

Chairwoman P. Fejeran: As a survey?

Audience Member: nah I didn't survey or anything because people have told me throughout the years, oh a you paid fifty dollars into owning property it's supposed to be ninety-nine dollars per lease, right. One dollar a year? So, I paid fifty dollars, then I stopped because I was kind of confused about where I should go on, especially, every time I've come up to ask for a lease and I've never had any information. They'd always told me they would get back to me or we'll move you to Mangilao, you know, and all those questions would frustrate me. So, that's where I stand and the fact that I paid fifty dollars and if I had the right to survey whether or not I had a lease.

Chairwoman P. Fejeran: Can I have your name, please?

Ms. Garrido: Josephine Garrido

Chairwoman P. Fejeran: Josephine Garrido. Thanks

Ms. Garrido: You're welcome

Administrative Director: Madam Chair, I just want to go back and answer Mrs. Villagomez's question. I don't want anyone to leave here thinking their questions were unanswered. On the initial sheet that was passed out with the agenda says there are 5358 residential applicants alone, most of that, the bulk of that are 1995 applicants. So, I believe that once we get our issuance of our lease process going as a result of these changes, you're going to see a reduction of that and therefore you're going to see quicker action on the issuance of leases. As I understand it Ms. Garrido, you're a 1995 applicant as well, see, we need to get this part done, our rules and regs need to be crystal clear to avoid any confusion that happened in the past and then we can move forward, and start getting everybody in line again. Issuing leases again in Ernest. Second question is; why is it taking so long? That's exactly this, the commission has opted to make sure this is a priority first to prevent anymore missteps and to process clear, everyone's mind all the lease holders will have a clear process of what's going on and how they are affected by this particular situation.

Audience Speaker: I have a question?

Chairwoman P. Fejeran: Yes sir, you can state your name.

Mr. Francisco: Pete Francisco from Mangilao. The list you have has five thousand plus. Are they five thousand plus qualified applicants?

Chairwoman P. Fejeran: Yes

Mr. Francisco: Is it reviewed and all the applicants on there are all of CHamoru Culture and they are authorized to apply for Land Trust.

Chairwoman P. Fejeran: Yes, when we get an application, the director and staff they review to make sure all the qualifying documents are in there and then only then do the application get approve and put on the waiting list.

Mr. Francisco: The next question is, are all those people that are qualified, do you still base them on priority, priority one? Or somebody's homeless or...

Chairwoman P. Fejeran: mmm...

Mr. Francisco: Okay, now people that are homeless, should be applying strictly for Residential. Cause they don't have a house. Why would you apply for Agriculture, and turn around, you can't get infrastructure in there to build your house. A dollar a year for ninety-nine years doesn't give you any infrastructure. So, my, my question is on prioritizing these applicants, shouldn't it be those people that don't have a house, apply for the land, for the landless house. Not, isn't that?

Chairwoman P. Fejeran: So, our Residential leases obviously for the landless, but our Agriculture leases also allow to build a house.

Mr. Francisco: Provided you have infrastructure.

Chairwoman P. Fejeran: For both types of properties and leases. There a lot of Residential properties that have been leased out but still doesn't have infrastructure.

Mr. Francisco: Why is that? Why is that? When you could take that property and build affordable houses for everybody.

Chairwoman P. Fejeran: I agree sir.

Mr. Francisco: You don't have Mr. Davis over here complaining why you're being prejudice,

Chairwoman P. Fejeran: Yes sir.

Mr. Francisco: I think that's one of the things the commission should look into. The prioritizing and you know. You still don't want people living down Ypao or wherever. But they on the list.

Chairwoman P. Fejeran: Right, thank you Mr. Francisco.

Administrative Director: Madame, also to answer Mr. Francisco's question about why it is infrastructure utilities not on the property, already...

Mr. Francisco: Ninety-nine years doesn't pay for anything

Administrative Director: Working together with interagency cooperation is important working with the Trust. We had money set aside in the survey and infrastructure fund, however, money was taking out of that fund. And now we are trying to repopulate that money, we recently had a sell of some public land. Some remnant land, it's going to give a shot in the arm, so we can start realizing the dream of adding infrastructure and utilities, you know, based on the monies that were put into that account. So, the legislature put that account set for us. So, now when we put the money into, we can, people that apply can request for that to be utilized and the commission can approve to utilize that money to put infrastructure into those areas. So, that's the way forward. I'm just giving you an answer as to what's the way forward. Also, the commission is exploring an opportunity to set aside a little bit of commercial, all of the commercial leasing that we get, to try and also if we can tie that in, so, that if they develop that area, if we develop an area commercially, infrastructure and utilities will be ready and that the subdivisions can be built. The houses can be built. So, we're trying to work together with business and with the utility agencies and inter-governmental operations, so we can get that in there, that's the way forward.

Mr. Francisco: I don't see that feasible, Mr. Hattig.

Administrative Director: Okay.

Mr. Francisco: You're talking about commercial now. How many acres do we have?

Administrative Director: How many acres of?

Mr. Francisco: How many acres we have for, in stock for?

Administrative Director: That is not, that is vacant?

Mr. Francisco: Total for the Land Trust.

Administrative Director: 11,669 acres is the complete Land Trust inventory. And as we said before, in the earlier, this was passed out. You have the leased property; you have the acreage that is listed as leased property. And the vacant is 5662. Currently.

Mr. Francisco: For about how people on the list, about nine thousand...

Administrative Director: We're about eight thousand and some change, yes.

Mr. Francisco: So, you mean to say that we can work around with "x" amount of acres, commercially and Residentially, and...

Administrative Director: Right, we use the...remember we're capped at nine percent of our inventory for commercial use. So, that little bit of, okay, so that little bit of money is generated from that, can help, in the infrastructure, that was what I was trying to say.

Mr. Francisco: Okay, now I understand.

Administrative Director: Yeah. It's too available

Mr. Francisco: because as commercial, hey I can make a million from you guys. So, they can take it away.

Chairwoman P. Fejeran: No.

Administrative Director: The purpose again is to put back for infrastructure.

Chairwoman P. Fejeran: Okay, thank you, I'm going to move on to the next person who signed in, Mr. Joseph C. Quidachay. Hafa adai sir. You can come move forward.

Mr. Quidachay: My question is the same as the first lady. My stepdaughter is staying in Honolulu for medical purposes, however, it's just a temporary thing. But she's been an applicant since 2003.

Chairwoman P. Fejeran: Okay, so your question is in line with hers, can a family who is an applicant and living off island.

Mr. Quidachay: Right, and her son being the service also, pretty much falls in the same category.

Chairwoman Fejeran: Okay.

Mr. Quidachay: I forgot my question.

Administrative Director: When you remember it, just raise your hand.

Chairwoman P. Fejeran: Next, we have a Mr. Frank V. Lujan. Hafa adai sir, can you give him the mic please?

Mr. Lujan: Hi, my name is Frank Lujan from Agat, I reside in Agat. I'm an applicant. My question is, I was twenty-eight when I applied for the Agricultural property, now fifty-two. Twenty-four years, thank you. Why wasn't any follow up from 1995 to present time? So, information I provided when I applied for it was, I had the same number that has been since 1970, same P.O. Box. I got nothing, the only thing I got was from Senator San Nicolas office, prior to his running for the Legislature. I got a letter saying I was on the waiting list. That's

the only time I found I was on the waiting list, since then. I just want to know, why wasn't there any follow ups, since ninety-five to twenty-nineteen?

Chairwoman P. Fejeran: Yes sir, thank you. Thank you, Mr. Lujan. You know, as the director and I mentioned earlier, that's really what we want to avoid in the future which why we are going through this today, so thank you for telling us your experience. Okay, that's it for the sign in sheet, for comments. So, now if we could turn to on to the matrix, the topic matrix. So, topic one is the management of the waiting list. Our first goal or outcome for this topic is an understanding that establishment of one island wide Residential list and one island wide Agricultural list. Okay the way the rules are currently written, and if you would like to refer back to the reference sections 5.6 and 5.6 (a). The current rules have the waiting list is talking about village waiting list versus island waiting list. Our proposed changes is to simplify and clarify first the name of the section we're not going to have village waiting list we're only having residential and agricultural waiting list. And when somebody applies, this 5.6 (a) applicants will be placed on respective island wide residential or agricultural waiting list in the order in which they were received. So, the section we took out of the existing law is the reference to the section 5.3 (a) and that's something I wanted to revisit with the commission because back when this was our proposed changes were made, a lot has been learned since then, we need to revisit that so 5.3 (a) current law talks about priority, that's actually the next goal and outcome. ***Writes on the white board*** So, 5.3 (a), oh no, actually 5.3 (a) just talks about how applications will be processed. Right?

Administrative Director: Yes.

Chairwoman P. Fejeran: So, I guess we don't need to have that in there, right. We're just saying that were in the order they were received, so. Are there any comments on those proposed changes, it's really just a simplification and clarification that we don't have those waiting lists?

Commissioner S. Techiara: 5.6?

Chairwoman P. Fejeran: No? 5.6 and 5.6 (a). Okay, so moving to priority. Priority will be applied in accordance to the law. So, priority is discussed in section 5.7. The current law says the applicant is considered for award in the order which their completed application were received by the commission provided that awards first be made according to ranking and listed priority waiting list, in that order until waiting list is exhausted. Okay, so, the way the law is written, and I'll write it up here. ***writing on the white board***. Is we have, let's say one waiting list, is right, we have residential, everyone comes in and applies and gets chronologically right, we have one, two, three, four, five, and we have one island wide waiting that everybody that applied, whoever, it's basically, imagine these people standing in line, right, number two is ahead of you in line, number three is behind you in line, right, what the current law says to do is okay, we are going to put everyone in chronologically order, but then, we are going to take this and we're going to separate this into priorities, okay.

So, priority one, means you're landless, oh sorry, yeah, priority one is landless, and actually it's landless, and you own .5 acres or less. Is it or less?

Administrative Director: it's one acre or less ma'am.

Chairwoman P. Fejeran: own one acre or less. And three is...

Administrative Director: is own more than one acre.

Chairwoman P. Fejeran: Own more than one acre. Okay, so, what the law did was the commission was supposed to take this island wide Residential waiting list and then filter it, right, so, let's say applicant one is landless, applicant two also landless, applicant three owns one acre, right. Applicant four landless, and applicant five owns more than one acre. The way the rules are currently written, when the commission goes out to award property, we're not just going to go down one, two, three, four, five. Instead we are going to go, who's our landless people, right. So, priority one, this person would get property, then the next person in priority one would get property, then we would skip number three because he already owns property, we go to number four, right. So, essentially, we have one island wide waiting list, but then within our island wide waiting list, we create three waiting list, right, so, all of these guys go into this list, this guy goes into this list, this guy goes into priority three. And the way the rules are written, is we have to exhaust all of the landless applicants, we have to award all landless applicants land before we can get to anybody who is in priority two.

Administrative Director: Now the questions can begin.

Chairwoman P. Fejeran: Yeah, the questions.

Mr. Francisco: the categories and prioritization, once again, I'll go back to this timeless, now if you're landless, apparently you don't have a home or you're staying with somebody, now landless or homeless, there are programs in the Government to assist them, so, if you don't have a house, if you don't have the infrastructure to get a house, so why can't we change that around. If your homeless, rather than putting your name on an application sleeping under benches at the park and waiting for God to drop something on you, let's move these up people to other programs in the Government. Now if I'm landless, but I rent I pay, can I get the same fair shake as they do. Because I'm not putting homeless people down, but there are programs to help them. But there are no programs but CHamoru Land Trust to help me?

Chairwoman P. Fejeran: Right, got it.

Mr. Francisco: Let's talk about this priority thing. Same thing with the commercial, you know, that's understandable.

Chairwoman P. Fejeran: So, the way that this priority is it doesn't talk about homelessness, or if you live in a home, and rent.

Mr. Francisco: If priority is right there, they are homeless, how are you going to deal with it?

Chairwoman P. Fejeran: Well they would be considered, considered landless if they are homeless, they don't own land. Another applicant would be considered landless, even if he lives in a home that he rents. As long as he doesn't own the property.

Mr. Francisco: If you give a person that is homeless that put in an application to continue standing there on the street getting a dollar a day for ninety-nine years. I'm paying a dollar a year for ninety-nine years.

Chairwoman P. Fejeran: I'm not sure...

Mr. Francisco: but they can't even build.

Chairwoman P. Fejeran: Right.

Mr. Francisco: you give them the property, they move in, quarter acre whatever, house lot, whatever, they go to the hardware store and pick this pallets, cardboards, build their house, take a crap in the boonies, keep on building up trash on Chamoru Land Trust property without the ability to pay for somebody to remove their trash. So, how are we going to deal with that?

Chairwoman P. Fejeran: so, what I am hearing is within this landless category, is there is a need to not just give property but to give homes, that can be moved into.

Mr. Francisco: To give homes

Chairwoman P. Fejeran: Homes!

Mr. Francisco: To give, you just said to give, where are you going to get that funding.

Chairwoman P. Fejeran: To lease

Commissioner A. Santos: Lease, not to give

Mr. Francisco: You're going to lease the property and give them a home?

Chairwoman P. Fejeran: Lease the home, I'm sorry.

Mr. Francisco: Where are going to get the pallets to build the home?

Chairwoman P. Fejeran: No.

Commissioner A. Santos: Lease

Chairwoman P. Fejeran: So, we actually have a program with Guam Housing, where they are working with a developer, contractor on Chamoru Land Trust property, they build the homes, and our lessees move in.

Mr. Francisco: And who pays for that?

Chairwoman P. Fejeran: The lessee. The lessee purchases the home.

Mr. Francisco: How can the homeless person buy a home?

Commissioner A. Santos: What if they don't have a job?

Audience Member: You know, I understand your frustration and everything.

Mr. Francisco: It's not frustration

Audience Member: Well, it sounds like you're getting frustrated. Well what I'm getting at, what I'm thinking to is, like you said there are things out there that can help a person. Number one is you just can't put a homeless person in a property and you're right, there's no infrastructure, but maybe there is somewhere they can be placed in temporary until infrastructure is done. Which even out there GHURA housing, Section 8, there's already a cap off. There's waiting lists there also, I think we're in a bind. We really are, I go down roads and see people living in jungles under canopies and you're right, how do they use the bathrooms. How do they use the bathroom, how do they bathe? And they have children, and the people are out there doing that, and I think that's another step. ***multiple conversations, hard to understand what the speaker is saying***. But a lot of times people that even your department their hands are tied, so we have to look for other alternatives. Another place is, what do we have here, Habitat for Humanity. If there is a place that has infrastructure available, maybe we can help those and people in the low cost can help pay for that, even though you're purchasing a property a dollar a year. But it would be really nice that I probably pay two hundred, two hundred fifty dollars a month for this house, I am able to live in and have some kind of dignity. That's the problem is a lot of people are down in dumps with no dignity and just have to lift them up. ***multiple conversations, hard to understand what speaker is saying***.

Chairwoman P. Fejeran: The commission has been really considering and looking at the current leases we have people living in substandard housing on our properties and one of the goals of the commission is to really not just give the, not just lease the property but also lease a home that somebody can move into with dignity. If they don't have the means to build a well-made home, then

the commission is looking at ways that we can have the home built and they move in.

Audience Member: Also, another thing I would like to throw in is, since he opened it, is for example, if we do have small income, and we're landless but, maybe your department can provide, for example, how to build a septic tank.

Mr. Francisco: They got those.

Chairwoman P. Fejeran: We're in partnership with...

Audience Member: Then a structure that is safe with the needs, but I know a lot of people cannot afford to build a concrete home.

Chairwoman P. Fejeran: Yeah

Audience Speaker: But at least a stable shelter and they with stand. Thank you.

Chairwoman P. Fejeran: Okay.

Administrative Director: If I may, I just wanted to point out on the handout that has the correct public law on it, if you refer to section 6.3, it says award of lease and lessee performance. According to this rule, the commission is supposed to determine whether the applicant is qualified to occupying, commence construction or use a residence. In that particular lease that they are applying for, so there is a criteria sir, that we do have to follow with regards to folks that might not have the ability to do so. So, if the commission does find that they may not have the ability to do so what we do is we work with Guam Housing Corporation, GHURA, right, and any program we try to connect them with a program, so we don't just issue them the property, property that cannot do anything with. So, we try to do, however, there is no mechanism to ask for verification of employment or financial statement to determine whether they are indeed able to do that. There are specific criteria in that section of approve loan or financing to construction, a contract between the applicant and the construction company. An equivalent evidence of the applicant's intent to build a residence, all those are very, anyone can do that. But not everybody has the ability. So, you're right, I'm glad that your voicing this concern, this portion needs to be looked at, and perhaps strengthen so that we can prevent something like that from happening. A homeless Chamoru is a very bad thing to see. But what our goal here is not only to just issue the land, is to connect them to the agencies and we have been working very hard, at least I have, in the last forty days that I have been here. I've been working very to connect everyone that comes through here with an opportunity to build their own home, put infrastructure in and that's what I'm intending to do is I'm looking to get the utility agencies on board, what is their planning for how they are expanding into the island because they have their rate bases, is increasing. So, where are they building? If they are building in this area of Chamoru Land Trust, then let's

work together, let's hold hands and identify those areas, and then identify the lands in those areas and issue leases to those so that construction can begin in earnest. But you're absolutely right and I just want to point out that there is some kind of mechanism that can address your concern. Okay.

Chairwoman P. Fejeran: We have another comment from Mr...

Mr. Kosaka: Hi again. Sorry again, sorry this is very important to me because I see a lot of concerns and most especially my pari, Angel Santos, that offered this. I encourage Chamoru Land Trust to reach out to the public/private partnership. There a lot of non-profit organizations out there that don't pay taxes that can donate, can assist, Habitat for Humanity, reach out to our partners. And let's get this rolling for our people. You know, going back to the prioritization, I don't think you can exclude that the one who has property because residential, I mean Agriculture is available to them as well. And they sign, they lined up maybe number twenty and wanted Agriculture. Maybe they didn't want Residential but wanted Agriculture. Why would you want to take that away from them? Maybe you can put them in another, split the brackets. For the lease, residential and agriculture.

Chairwoman P. Fejeran: So, you bring up a good point. The prioritization applies only to Residential applicants, right. So, like, in your case right, by the time it was time to get your lease, you owned property, right, you'd fallen down to priority two, we wouldn't be able to give you a lease. But because you said, "you know I really want to have an agricultural property." The Trust allowed you to move from a Residential applicant to the Agricultural applicant. And so, you were able to obtain a lease that way.

Mr. Kosaka: It's understood, so, back to 6.2, the awards of leases. So, a lot of our Chamorus are low income families, not putting down our brothers and sisters, but that's the reality. So, do we give them a property and have them take out a loan, it's not real for them so, I think we should look into, you know there are apartments for sale, about thirty units. Who's saying that the law cannot, the government cannot go out there purchase this thirty-unit apartment and lease it out to the applicant because one, the building has infrastructure, got power and water, now all they have to do is get hooked up to GHURA. And you know the income bracket, ***multiple conversations***. You know the eight hundred some homeless and counting. I think that's one of the priorities to consider and I talked to a Mr. Hattig here along the campaign trail, one of the questions I had was veterans. I have a program coming up and I will share it now that it's a reality for our veterans because Senator Terlaje is securing a lot of our veterans. The Veterans, so, we want to get a place for a veteran to call a place home. I want to donate and built these container homes for these guys, with help of the government would provide us a lot and we'll take care of the rest.

Chairwoman P. Fejeran: Thank you, Mr. Kosaka. So, here's my question, right. The current, the proposed changes that are listed here that are from our

resolution gets right on this priority, prioritization for Residential. It gets rid of it, because everybody talking about go down the list, chronological order, why did that guy one ahead of me, that kind of thing. And so, if you get rid of this kind of prioritization, it gets rid of the cloudiness around it, however, I also know the Trust was set up to help those Chamorus whose lands was taken away generations ago, to put them on lands, so. The prioritization, as it's written in the law, would address that. In practice what it means though, because we have five thousand plus people on the Residential waiting list, and every day we get more landless Chamorus signing up. What it means is all of the landless Chamorus have to be satis...have to be given leases before we can reach this person, number three in line because he owns property. This is for Residential. But they will, have the option, to switch that to Agricultural and use it for Agricultural. So, my question is one, do we keep the priorities like this, with the understanding that if you're in the Residential line, and you own more than one acre, we'd probably never get to you in line, right. And two the next question is the priority is applied when? Is it when we signed up? Or is it when we get to your name on the list? If in the twenty-four years you've been able to do well for yourself then you go out and buy a property and we are ready to lease to you and we interview you and we find out, oh, you've now dropped down, I'm sorry, you're not in this line anymore, we've moved you over here. We have to get to the landless Chamoru first. So, those are things that the commission in the implementation of the current law has struggled with, when does this apply, do we, move people that have, in the last twenty-four years, have been able to buy property? When does this priority apply? Mr. Aguon.

Mr. Aguon: I don't have a question. Half acre is residential? Or is one acre residential? I'm confused.

Administrative Director: Oh no.

Chairwoman P. Fejeran: This is for owning property.

Administrative Director: Owning property prior is one acre, but the lease, the Residential lease is for half acre.

Mr. Aguon: Half acre is residential, and one acre is Agriculture.

Administrative Director: No, the Agricultural leases are different, it's based on what you're going to do, what kind of farming you're going to do.

Mr. Aguon: (inaudible) Priority list, right?

Administrative Director: There's no priority list for agricultural

Mr. Aguon: In the past, I was told half acre is the smallest you can have for Residential and in one acre and greater is agriculture.

Administrative Director: Right, right.

Mr. Aguon: There is no three-quarter, there is no one-quarter, it's half acre, one acre and greater.

Administrative Director: Yes.

Mr. Aguon: And it goes by half, five and a half, four and a half. So, what is it, half acre is Residential, and one acre is Agriculture?

Administrative Director: Or more.

Mr. Aguon: Yeah, but I mean one acre is Agriculture. What if your lease is Residential but Chamoru Land Trust didn't change it? And left it at Agriculture? Because like, I'll save this for, because we don't have much time.

Chairwoman P. Fejuran: Thank you. So, does the commission have any comments because our, last year we said, you know what this complicates it, we're just going to go chronologically down the line. But Mr. Kosaka mentioned there's eight hundred plus Chamorus out there that don't have, don't even have homes. Any comments about the prioritization? When it applies?

Commissioner S. Techiara: I feel that we should just stick with what we've decided to eradicate the priority list, so that we can get through the list, otherwise, we'd still be stick in ninety-five waiting list. When do we exhaust that? Seems that is the rigorous to the process. And now that we're in twenty nineteen, how do you correct something that existed in ninety-five, it made sense in ninety-four/ninety-five, but we are in twenty nineteen and the list continues to grow. So, I think what we have implemented here works towards solving that problem. And in a perfect world, everybody gets everything that they want, but doesn't it make sense to work through the list and get everybody a place right. Okay, because also, homeless is a priority, but shouldn't be everyone that is applying a priority?

Chairwoman P. Fejuran: Okay, I know for the administration would be a lot easier to have one Residential list rather than breaking it down to these other lists.

Commissioner S. Techiara: With, one, two, three, four, five, and then breaking it down to, one, two, three, I don't believe you would ever get out of having a waiting list. It makes it very impossible. It sets up challenges.

Chairwoman P. Fejuran: Right, because basically we never get to people in priority two or priority three. I am sorry to interrupt you. If this remains, this Residential list is basically a list of applicants that are landless applicants that we would ever get to.

Commissioner S. Techiara: So, wouldn't it make sense if your poor and you line up and get serviced, but then to say that oh this person supersedes you, is

a disservice, so, I believe that priority one, two, and three in twenty nineteen should really be looked at. And revised so that we can get through the list.

Chairwoman P. Fejeran: Removed?

Commissioner S. Techira: Removed.

*****multiple conversations*****

Chairwoman P. Fejeran: Can you state that? So, the staff, you know we are talking about maintaining the priority list or getting rid of the priority list. The staff like Mr. Kosaka's case right, he was residential, he fell down to priority two because of the intermingling years was able to buy property, is that right?

Mr. Kosaka: My wife had a property. We build a house and she gave me the house as a Christmas present.

*****multiple conversations*****

Chairwoman P. Fejeran: His wife had a property. So, when his name came up, originally, he was landless, priority one. His name came up and then they found out okay you actually own property, so, we can't give you a Residential lease. But the staff allowed him to switch his application from Residential to Agricultural. So, then, he was still able to obtain a property, because Agricultural does not have this priority. Agricultural is supposed to be chronologically in line, right. So, if we keep the priorities, for, if we keep the priorities, we are basically saying, if you're landless, you will be awarded a Residential lease. If you own land, we'd probably won't get to you, you should switch to Agricultural. So, there's the relief valve for that.

*****multiple conversations*****

Chairwoman P. Fejeran: Mr. Kosaka.

Mr. Kosaka: So, is the Guam Ancestral Lands Commission involve in these properties?

Chairwoman P. Fejeran: No.

Mr. Kosaka: A lot of the landless applicants on Guam have land that was taken away from them by the federal government and given back to the government of Guam. Now are any of these applicants apart of that?

Commissioner A. Santos: No, that's ancestral.

Chairwoman P. Fejeran: Maybe, I'm sure there's a lot of overlap.

Administrative Director: It's entirely possible that...

Mr. Kosaka: So, the priority that's going to be given to the people of Guam, I'm going to say the people of Guam, is that the lands were taken by the Federal Government and given back to the Government of Guam and should be given back to the ahh...and if it's not a part of the CLTC inventory then don't worry about it.

Administrative Director: Right. And I think that's the case, the case is that to prevent them from getting CLTC land and land that was taken away, they have to follow the claims process with the GALC

Mr. Kosaka: And it's great that they separate these functions because basically because of that. Because if they put apples and oranges together, it comes out kalamansi you know, and it doesn't mix. That's good that's there and thank you.

Chairwoman P. Fejeran: Another question that I just wanted to throw out there is what if somebody gets a lease right, they were landless, they get a lease, and then five years from now, they have got lots of property, we're not in the practice of taking away leases right? They got the lease, they have the lease, they maintain it.

Administrative Director: Right.

Mr. Kosaka: We should, the commission should come up with a memo or something because again the program is design for land for the landless, right. Now if you receive money and property from inheritance or, you know it doesn't make them landless anymore. They should move from that priority.

Administrative Director: Well, what we're thinking about is awarding the lease, you were landless at the time, but after the awarding of the lease, you came into property.

Mr. Kosaka: They don't have a beneficiary that it can be passed on, I think we should be able to take that land back because really the commission owns this land not the lessee. And I think you guys should have that authority, I mean because, how could it be fair that they have five acres plus this. They are going to be getting one, when mister so and so doesn't have a land yet. Just something to consider.

*****multiple conversations*****

Administrative Director: We are not in the process of kicking people out.

Chairwoman P. Fejeran: So, there's two difficult spot, keep the priority, take out the priority and make it a simpler process, but then also there's always going to be people seeing wealthy land owning Chamorus from the nineteen ninety-five waiting list that are awarded a property before, say a homeless

person or somebody that's stuck renting a home. So, that's something the commission should really consider? Really think about what was the Trust set up for. While also respecting the fact that people on our waiting list have waiting twenty-four plus years. Okay.

Administrative Director: We have gone past our hour by twenty minutes, but that's...

Chairwoman P. Fejeran: Right. Can we have a short recess for ten minutes? We'll reconvene at two thirty.

Chairwoman P. Fejeran: We are running a little behind, we are still on Topic One. Are we set, Tina?

Chairwoman P. Fejeran: So, we talked a lot about the priorities and how it applies to Residential. Next, I wanted to look at section 6.2 (b). So, I'm sorry, what? Sorry these references are wrong on here.

Administrative Director: For Priority (b)?

Chairwoman P. Fejeran: 6.2 (b). Sorry, in our matrix 6.2 (b), the words following 6.2 (b), is actually 5.10. 5.10 (a). So, right now our waiting list is as old as our waiting list. Since nineteen ninety-five. And what the commission is proposing is to set a clear process on how we, I guess, work down the waiting list, and remove names on the waiting list. So, actually that should be 5... So, 5.10 (a), when the commission initiates action for award, written notice should be mailed by US Postal Service, First Class Priority mail. For all notices, the commission shall post twice, in a daily newspaper, or in general circulation in the Territory of Guam, a notice of intent to award for applicants listed. Notice of list to award shall simultaneously should issued to each village mayor, if the applicant does not respond to the notice, the commission shall remove applicant from the award list and the applicant must reapply as a new applicant. The applicant may appeal the commission's decision to remove their name from any award list, as provided in the administrative adjudication law. So, this section is saying, we are giving our applicants ninety days to respond, if they don't respond we are crossing them off our waiting list and we are moving on to the next person in line. The law as it is currently written, required us to use registered mail, and also gave the ninety calendar days. But this reduces the requirement to use US Postal Service First Class mail. Which the Trust believes our budget can handle, but, I guess can be tracked and hand delivered. So, this is giving us a way to handle our list, for people who are actually ready and contactable. Okay. And it also sets forth the process that properties are identified and say okay, we are ready to issue leases. What the commission will is look at the waiting list, say we have fifty properties ready for leasing. We look at the fifty people next in line, and we go through this process we mail them by first class mail. A Notice of Intent to Award, which tells them, hey we found, we have property for you, contact us. After the, we mailed them. Then we put the list twice in the daily newspaper. So, that they know, hey we

have land for you. I don't think that's been done before. Has that been done?
A notice of intent to award. Just...

Administrative Director: Not in a long time, not in a long time.

Chairwoman P. Fejeran: Okay. Yeah so, that's what that section is.

Administrative Director: If I could bring the last sentence of 5.10(a). The administration adjudication law okay. It's extremely difficult for the staff to go down this road, any road that requires the triple a process.

Chairwoman P. Fejeran: Okay.

Administrative Director: Simply because, I am just saying it requires funding. It requires funding for hearing officers and the Attorney General last indicated the legal counsel is not a hearing officer. It would be really hard, any, decision we make that requires the Administration Adjudication law, is going to be very difficult, so, what we've been doing in practice from what saw is not availing ourselves, not going down this road even though this the way the law tells us to. We tried every effort to legally maintain our list. Number one; to legally maintain leases Number two; so, lease holders can maintain their land. This body has gone through so many different types of litigation to avoid any kind of hearing. It's had acreage reduction, non-punitive, a non-punitive memorandum, give warning after warning, after warning. So, I think that the Trust should really visit the applicability of this particular law or this particular point with triple a process because we wouldn't be able to go through it, we literally wouldn't be able to go through it without some kind of supplemental budget to do so.

Chairwoman P. Fejeran: Right.

Administrative Director: Without a memorandum of understanding from the AG that maybe the legal counsel can service as a hearing officer so that we can go through this process.

Legal Counsel Toft: We did contract with a hearing officer, so we do have one. Retained. *unable to understand***

Administrative Director: Was the commission. My understanding to is encumber that and we will talk about it in the budget process. We're just going to get bare bones next year and we won't have an opportunity to go down that road next year. On the bottom of no funds, unless we increase our commercial leasing which we're working with GEDA to do. This has ramifications here and all the changes we intend to make. In terms of litigations what we want to do moving forward is clearing the hundred and two. Because there are going to be some cases and I did bring it up with the legal counsel is we are going to have to terminate, we will not have a choice. According to the law we will have to do the triple a process after that. Unless we can a proposed, some kind of waiving. So, the lessee would waive their rights to the triple a process.

Allowing us to move forward without litigation. You know for a termination. So, just take consideration, I know this is just in other, especially this switching, the switching would be transferring then we can come up too

Chairwoman P. Fejeran: Okay. So, that statement about Administrative Adjudication Law, it's an original, right. The original law.

Administrative Director: Yes.

Chairwoman P. Fejeran: Current law.

Administrative Director: Yes.

Chairwoman P. Fejeran: Okay, moving on is... So, 6.2 (c), move the current, 6.2 (C)? prioritization let's go back to this. And it replaces it with the board of commissioners, approve a listing of eligible applicants, who have been duly notice, a lease will be prepared and processed. This lease shall be deemed ratified. So, again this speaks more towards process. A notice of intent is mailed out, published in the newspaper. These applicants come to us and say okay I want to receive that land. And then after the ninety days we'll list those that are ready to receive the lease, the commission will approve that list of applicants, and leases will be processed and issued.

Director Hattig: I just want to point out that according to the law each lease must be approved by the board. So, it might be advisable to include the language because, you can approve the... I can approve the applicant by law I'm supposed to in thirty days decide if their eligible or not. But the leases have to be approved by the board. And that's what kind of got us in trouble the last time was the director was approving leases and not bringing it to the board. So, if we can just include in this that leases will be prepared and processed but not without board approval. Because it just says, upon approval of these applicants. You can approve the applicant, but I'd really like you to approve the lease.

Chairwoman P. Fejeran: Right.

Administrative Director: And I can sign it.

Chairwoman P. Fejeran: Okay, let's see, next, the rules governing transferring and or switching application rights will be clearly identified. So, we're looking at 5.8 of the law. It is 5.8 (a) and new proposed 5.8 (b). 5.8 (b) proposed that we revise the title of section of transfer or switch of application rights. And recommend or we proposed that section 5.8 (a) be revised to what we see here. I believe let me see here. So, 5.8 (a) proposed to an applicant may name a qualified individual under the act, to include a qualified spouse, to succeed the applicant's right upon him or her death. Upon the death of an applicant, that was not designated a successor, the application rights may be succeeded by a qualified individual, within the third degree of consanguinity of

the applicant as per the section, therefore. Okay, the previous law, specifically called out that the application can designate a husband, wife, children, widows or widowers of the brother or sister, nieces or nephews. Okay, it doesn't list the brothers or sisters. Just talks about the widows and widowers. Okay, so, this makes a more complete picture of who can be designated as a successor of application rights? Does anyone know what that means for reference?

Administrative Director: The third degree?

Chairwoman P. Fejeran: Yeah.

Legal Counsel Toft: That's short for

Chairwoman P. Fejeran: Yeah, we have a chart, it was learning experience for me what that meant. Consanguinity. Basically, you are going down, your children, your grandchildren, right. Then your brothers and sisters, nieces and nephews.

Administrative Director: Anything after that, is past the consanguinity.

Chairwoman P. Fejeran: Mr. Kosaka.

Mr. Kosaka: You know that Guam identifies these certain ways of consanguinity and how to go down. I think the board should adopt a part of section there. Make it easier for you guys to pass on the property, I think the only thing here is if an individual wants a piece of property. The only way to pass along property is to their son, right? What if I am getting sick already and my son is taking care of me now. How do we switch that rule? What if I die or...?

Chairwoman P. Fejeran: The way the law is written is if you held the lease for seven years, you can transfer it

Administrative Director: You can transfer it.

Chairwoman P. Fejeran: Otherwise you can transfer to a beneficiary.

Mr. Kosaka: Yeah, the people of Guam

Chairwoman P. Fejeran: Yeah, we will look into the probate law.

Mr. Kosaka: You define specially the rules and figure this all out.

Legal Counsel Toft: Also, under the provision, the board can approve in an emergency to solve.

Administrative Director: Right, right.

Chairwoman P. Fejeran: Okay, oh thank you. Okay. Okay, so, moving on. In the absence of an applicant designating their successor in their application rights, the commission may designate in its absolute discretion a successor to include a qualified spouse, or qualified people within the third degree of consanguinity of the applicant to the application right of the deceased applicant. Are there any changes here? No, I think it's just saying more specific. And two, allow an unqualified spouse to designate a child of the deceased application rights. Okay, there are no changes there.

Audience Member: I am sorry to bother you; you are so intense there. But when you say unqualified spouse, so that means somebody not of CHamoru Heritage.

Administrative Director: Correct.

Chairwoman P. Fejeran: Well I think

Audience Member: What if there is no child?

Administrative Director: The next qualified person.

Audience Member: An unqualified (inaudible)

Chairwoman P. Fejeran: A qualified means a CHamoru as define by the act. So, that's the qualified, so.

Audience Member: An unqualified, I am CHamoru but I you know the wife of the applicant but I'm. So, I'm unqualified through the priorities. So, I am a little confused between qualified and just that way. It's just confusing as I read it.

Chairwoman P. Fejeran: Okay, Thank you.

Administrative Director: Thank you

Mr. Kosaka: You can go two ways; one is the ineligibility on the Organic Act or two on the priority because you already have property. So, that would change the prior, so if you have children, you can give it to your children because you will never be qualified if you have property. Individuals because you don't meet that criteria based on the Organic Act.

Audience Member: That's the question, ineligibility and unqualified based on what? Is this for the people on the list?

Chairwoman P. Fejeran: The people on the list. So, unqualified spouse, that section there is from the original, the current law. So, nothing was changed yet. 5.8 too.

Audience Member: So, if spouse is unqualified

Jhoana Bragg: So the applicant or lessee designated their unqualified spouse as a their benefactor, he or she has kids, the lessee has a kid, but they are, say of age right, and because the husband and wife have a home together, maybe a mortgage, home loan on it, the kids are already of age, and they, because they are the qualified ones, our practice was you know, give it to the qualified individual. So, that displaces the spouse.

Audience Speaker: What if the spouse was the one who got the mortgage, what happens there?

Administrative Director:

Chairwoman P. Fejeran: I think that's the effect of our...

Audience Speaker: But I think that if the unqualified spouse has no children.

Administrative Director: And that's what the lawsuit is about. Also, that situation, yes. But the law is specific right now. That's why we're having this discussion, the law is very specific and that's what we have to follow.

Chairwoman P. Fejeran: And we're proposing no changes.

Administrative Director: Correct and no changes at this time.

Chairwoman P. Fejeran: At this time.

Mr. Kosaka: I think that prior to them receiving, we should have them sign a document that knowing my spouse is an unqualified applicant that when I die, she acknowledges that. Because if she doesn't, she won't have an understanding, hey I've been here for thirty years and we paid this house together. But if you have a document that is signed. If they don't know that then. There should be a letter of understanding. You don't qualify just because you're married to this qualified. Again, you tie that back to the probate law. Talks about spousal rights, and a lot of other things. They feel that it's unconstitutional because of that.

Chairwoman P. Fejeran: So, moving on is that section, the last section sentence is unchanged. Request of that succession shall be made to award if the applicant is deceased, otherwise the application shall be cancelled, and the applicant will be removed from the waiting list. I stand corrected, what we changed here was that, I guess the trigger for cancelling an application is ninety days from the intent to award. Which ties in with 5.10 we just went over.

Administrative Director: They have a hundred and eighty days.

Chairwoman P. Fejeran: A hundred and eighty days from the death of the applicant. So, we know that many of the successors to the applications don't

even know they are the successors until even years later. Hundred eighty days, definitely passed the hundred eighty days. Okay, so this section here says, no, come tell us right away, but if we send the deceased notice of intent to award, then their successors have ninety days to get back to us or their application is cancelled. On 5.8 (b), So, this is a new section, that is proposed. 5.8 (b). An applicant may once in his or her lifetime, switch his or her application date and time rights, to a qualified individual from the third degree of consanguinity of the applicant under the act. The request to switch date and time shall be made to the commission in written form. The board of commissioners shall consider the request, no other switching of the application rights shall be permitted, thereafter. Request for transfers or switches, may take place in an emergency, if the commission which makes the transfer or switch imperative. So, you know, last year we had a lot of, and we still have a lot of applicants that have transferred, giving application rights over to family members. That was found to be outside of the law. That administrative practice was found outside of the law. And this is the commission acknowledging that, that really all this time has passed, and the rights of an applicant maybe passed to their family. Right, so, their an applicant, right, this is dealing only with application rights. So, they can transfer and switch it to one person in their lifetime. So, does that mean if this one applicant can transfer or switch it to.

Administrative Director: Can't switch it

Chairwoman P. Fejeran: Can't switch it, so, there can be one, one place in line that changes hands like five times. Or is it the intent of the commission that can. One place in line, whoever lined up there can pass it up once. And it stays with that person.

Mr. Kosaka: They should put in years, maybe first-time cause there is no time limitation in switching, cause the brother switches off the brother and the brother again, but if they only know about these properties. You got to give them some ample time to build and use the land. Cause if they are just going to be passing on then. You know you got to really set a time frame.

Chairwoman P. Fejeran: I think initially, one place in line can actually, there can only be one transfer or switch.

Mr. Kosaka: In its entirety.

Administrative Director: I think the intent of the new, is both parties, is considered a one time, that's it for both parties. The way it's written, the applicant, you're talking about two applicants right. So, both parties, may only switch one time. That's it, so once they switch, that's it. This person can't switch again. This person can't switch again cause it's only one time in their lifetime.

Chairwoman P. Fejeran: Okay.

Administrative Director: So, each applicant, the onetime switch occurs for each applicant not just the one who wants to switch. See, versus the one they are switching to. To and from, right. So, both applicants, it would be applicable to them.

Legal Counsel Toft: The one problem to be made though.

*****Multiple discussions*****

Legal Counsel Toft: Person A, is now the grandfather or grandmother, transfer to person B, grandson, and it takes that long for the list to go. And that person wants to transfer to their kids, you may want to allow. Like he said, it may benefit if they have a period of years before another switch can be made. Or something like that. It may not need to band to transfer, but just have a period of years.

Chairwoman P. Fejeran: Like the seven-year waiting period.

Administrative Director: And then the sentence that really is the lynch pinch, in the end, the commission can find that in an emergency exists, once again, the commission can allow the transfer.

Legal Counsel Toft: yeah

Administrative Director: so, there is a face.

Chairwoman P. Fejeran: Yes.

Audience Member: So, there's a regard that you can switch if your priority falls right. If they are eligible and qualify.

Chairwoman P. Fejeran: Right.

Chairwoman P. Fejeran: So, so your question is...

Audience Member: Who you transfer to

Chairwoman P. Fejeran: That makes that person priority. Like let's say that number three, you know, I've already got a home, I want to give it to my granddaughter who is landless. So, that makes him change to priority two to priority one. And I think that's what has been happening, that's why the switches were done over the past twenty years, I don't know twenty some years. Because that was happening to accommodate people. Okay. Okay, so, that's 5.8 (b). We need to maybe make some clarifications. Qualifies and what's needed. Okay. It's three o'clock, we have one more hour, if we can go through, Topic Two: Process for awarding leases. The first outcome and goal that was what we're looking at is that there is a clear workflow from application

to lease award. To find the rule, which the commission adopts under a standard operating procedure. Okay. And the second goal or outcome, that qualifications for lease awards will be clearly identified. Maybe we need to, Ms. Rojas brought up a good point with that we use qualifications, qualified versus eligible. So, maybe that one should be eligible. Okay. Before we get going with that, I have the comments, sign in sheet. I see Mr. Celestial is not here anymore. Mr. Kosaka.

Mr. Kosaka: You know for the sake of time; I will just discuss mostly.

Chairwoman P. Fejeran: Thank you, and Mr. Quidachay again. I think he also left, right? Okay, so, we will keep going.

Administrative Director: Are we still on item two? Or Topic Two?

Chairwoman P. Fejeran: Topic Two.

Chairwoman P. Fejeran: Did you want to ask any questions or about awarding of leases? Or do you want first while we discuss the changes then? Okay. Actually, I have a question on awarding of leases.

Chairwoman P. Fejeran: Okay, thank you. So, topic two, this is the change of the Act itself. Section 75109 (a).

Administrative Director: That's actually going to be found in the GCA, right?

Chairwoman P. Fejeran: Yeah, that's in the GCA.

Chairwoman P. Fejeran: Unfortunately, we don't have the topic that is available for the public. Maybe we can, can we pull it up here? (television monitor). 75109 (a). So, this section here is succession to leases to lessees. Okay, again it, the way the Act is currently written, and I think it's really an oversight, it lists, husband and wife, children, and widows and widowers' brothers and sisters, nephews and nieces. So, it leaves out siblings, brothers and sisters. So, 75109 (a), would be revised to say that the lessee shall designate to a person who he or she has interest to best upon his or her death. In the absence of such a designation as approved by the commission, the commission shall select the relative of the lessee, one person within the third degree of consanguinity of the lessee. Who is qualified to be a lessee of CHamoru Homelands as a successor of the lessee's interest? Upon the death of the lessee, his or her, shall invest in the person selected. The commission may select such a successor, upon the death of the lessee and the rights of the use and occupancy made effective as of the date of death of such lessee. Any questions?

Mr. Kosaka: I know I'm going to, but consanguinity, again going back to that probate law. Maybe reference this part, you know I think that they don't deserve one, but I have a brother and sister, it's a part of the probate law that

we should adopt this because it's supposed to be universal on ways to deal with properties here on island. The only difference here with the probate law is the qualification of the individual according to the Organic Act. That probate laws.

Chairwoman P. Fejeran: Okay, thank you sir, so, we have noted your comments about checking the probate law and then you know just like the public law 23-38, whatever changes proposed there, would also have to be mirrored here. Okay, so, topic two, the next section 5.1, 5.3, 5.4, 5.5, those there don't have any proposed changes. So, let's read them in the law. So, 5.1 talks about application form, okay, so the Residential and Agricultural form. 5.3 is the section and it talks about application processing. No changes are made there. And I just want to confirm there that the commission follows these, this part of the law to a tee. Right, applications are date stamped, time stamped, assigned a numerical designation, filed in the order received, there's a processing fee of fifty dollars, there is the thirty days for qualification to be determined.

Administrative Director: Right.

Chairwoman P. Fejeran: It doesn't state who makes that determination.

Administrative Director: Actually, it actually states that the commission the director after thirty days makes that determination. Whether the applicant qualifies as an applicant.

Chairwoman P. Fejeran: So, it's application approval, checking for qualification at the Administrative level.

Administrative Director: Correct

Chairwoman P. Fejeran: Okay. Alright, so, then, number, 5.3 no changes, 5.4 Residential tract applications. Applications for Residential tract leases shall be made for one lot only. One island wide Residential application list must be maintained. No changes. Agricultural Tract Applications, it just says that the commission shall establish for those designated Agricultural Tracts. Okay, so, no changes there. Again, we are looking at 5.6 (c). 5.6 is a whole, 5.6 (C) would be changed, right? So, 5.6, we already went over 5.6 (a). Are we deleting 5.6 (b)?

Commissioner S. Techira: I didn't realize we did.

Chairwoman P. Fejeran: I think we did. Hold on. Oh no, we are leaving 5.6 (b). Yeah, we're leaving 5.6 (b). Which says, in the event a new subdivision is open, applicants on the island wide waiting list shall be awarded according the rule 5.2. Which is the priorities.

Mr. Kosaka: So, the new development happening up in Yigo, Is that for elderly or the senior citizens? Or is that open to applicants to use.

Chairwoman P. Fejeran: I don't think that's on the list

Mr. Kosaka: I thought

Chairwoman P. Fejeran: That's not a Land Trust development.

Administrative Director: No.

Mr. Kosaka: Isn't, it part of GHURA? Or GHURA funded thing.

Administrative Director: That would GHURA

Chairwoman P. Fejeran: That would GHURA, yeah.

Mr. Kosaka: Okay, so, is there. Who makes it priority for them? Is Senior citizens or this or that?

Chairwoman P. Fejeran: I don't know, that's a separate program

Mr. Kosaka: Maybe you should look to having these other agency build, because if they are looking for someone to rent these places, I think that's what it is. There's supposed to be available. If that's talking about new development, well, I think the inner agencies of the Government

Administrative Director: I think the issue there, Jeff, is that is not CLTC property, that doesn't belong to the CLTC. So, placing CLTC applicants onto non CLTC property is not possible. Or maybe we can work on some kind of swap.

Mr. Kosaka: That is

Audience Member: Was that land transferred from CLTC?

Administrative Director: I would have to check into that.

Audience Speaker: Check into it.

Administrative Director: I will.

Chairwoman P. Fejeran: Was it? You guys know what he's talking about?

Administrative Director: I don't know on the top of my head.

Chairwoman P.: Yigo.

Administrative Director: I'll check.

Audience Member : (inaudible)

Chairwoman P. Fejeran: Okay. So, I think, I just want to point out 5.6 (b), should be revisited at the same time that we revisit priorities because this references priorities. If we were. Oh wait. 6.2 yeah, if we're changing the way awards are made, without priorities we need to, oh no, if we change 6.2 then it references 5.6. That's all. Okay, 5.6 (C), this is where we made a change. So, an applicant receives a notice of intent to award, shall be able to decline twice, after a third notice of intent to award, an applicant's name shall be removed from the waiting list. Okay, right now, the law talks about an applicant who was awarded a lot, may decline a lot in two different villages, after declining a third award, applicant, shall be removed from the waiting list. What our revision is what defines when they decline. Cause right now, the current law, when is a lot awarded, is it when a lease is given? You know, when somebody has a lease, that's what is happening. Leases have been given to applicants. They come back to us a month later, a year later and say, I don't want this, give me another one. So, then we, according to the law we have to service them again. Work with them again, get them a new property, get them on a new lease, and they can come back another time. And say, I don't want that either, give me, a new one, so. What our proposed change does is it says that the declining of lots can be done at the notice of intent to award stage. Okay.

Legal Counsel Toft: You also need to remove the

Administrative Director: Yes

Chairwoman P. Fejeran: Oh yes, so also, village requirements are out so.

Administrative Director: Right. I want to also say, requirements, they are not allowed to decline a lease. Here it says decline an award. So, award would be clarified as intent to award. That's our, make sure that we clear that up before we, once a lease is signed, it's binding and there's no declination of a lease. Right, so, we want to make that clear for our applicants that haven't received leases yet. And once they signed the lease, it's entirely binding and there's no declination afterwards. Prior to when we show you the lot and you sign a notice of intent, that is sent out and we send it to you, then at that point, you can decline. But not after, not after you sign the lease.

Chairwoman P. Fejeran: Okay. Thank you, moving on 5.7 contract for award, applicant shall be considered for award, in the order the application was received by the commission. Provided that award first be made, according to their ranking on the island Residential or Agricultural waiting list. Okay, so this, this sections revision is tied to the other revision where we are getting rid of priority list. Okay, so, whichever decision we make, regarding priority we will have to look at this one. Okay, 5.9. Posting lessee award, commission shall post in every municipal Mayor's office and on the CLTC official website, the names, waiting list number, and dates and times of application, of all who were

awarded leases, within two weeks after awards are made. In which shall be posted of sixty days. Okay. So, what our proposed changes does is we're keeping posting at the Mayor's office. And replacing in a publication of general circulation. We're replacing that with our website. We felt that it might be cost prohibited to constantly put out notices and.

Multiple discussions

Chairwoman P. Fejeran: Okay, 5.10 (a).

Administrative Director: Oh, that's fine, I'm sorry.

Chairwoman P. Fejeran: Comment? 5.10 (a), an applicant for award, an applicant...an applicant for award, must notify the commission in written of change of address or any other information contained in application within fifteen calendar days of such changes.

Administrative Director: I think we moved the rest of it after that, we moved it to 6.2.

Chairwoman P. Fejeran: Okay. Our 5.10 (a)?

Administrative Director: Right. Well, I know it says "B" but there aren't any other.

Chairwoman P. Fejeran: Okay, so, 5.10(a), is found on page one.

Administrative Director: You see how the part, whenever the commission seeks action for award. Starting at that sentence, I believe we're trying to move it to actually awards at 6.2.

Legal Counsel Toft: I see.

Administrative Director: That way it's not.

Chairwoman P. Fejeran: Oh, that's what it was.

Administrative Director: From that point on we will want to move it to 6.2 move it to awarding.

Chairwoman P. Fejeran: Oh, okay. So, the whole talks about Notice of Intent to award, and they have to contact us, it's moved to the current.

Administrative Director: Into award.

Chairwoman P. Fejeran: Okay, okay.

Administrative Director: Awards

Chairwoman P. Fejeran: Okay, got it. So, 6.2, 5.10(a) really, they just have to make any changes.

Administrative Director: Changes.

Chairwoman P. Fejeran: Oh, got it. Okay, moving on 6.1 (a), whenever Residential Lots or units are available, the commission shall award leases to applicants who in the opinion of the commission who are qualified to perform the conditions of such leases. The commission's opinion of such applicants shall be based on criteria, such as provided in the Act. Okay. Oh, I think the change was added in the minutes. Right?

Administrative Director: Yes, because it used to be tracts.

Chairwoman P. Fejeran: Just tracts, right? Now, it's lots or units.

Administrative Director: Right, because tracts are large.

Chairwoman P. Fejeran: Large property

Administrative Director: Large parcel pieces

Chairwoman P. Fejeran: Okay. 6.1 (b), the lessee shall occupy and commence to use the lot, or unit, as his or her home within one year after the lease is executed.

Administrative Director: Change that from made to executed. Because the law had made. The word is, one year after the lease is made. So, we changed the word made to executed.

Chairwoman P. Fejeran: Executed. Umm...is there another law that came after this that extended that? Umm...that timeline?

Administrative Director: The only one I'm aware of is, if...

Chairwoman P. Fejeran: I think it's something the timeline you have like three years after infrastructure.

Administrative Director: Infrastructure available

Chairwoman P. Fejeran: Available. Do we want to make changes here?

Administrative Director: It's a separate public law.

Jhoana Bragg: Yeah, that one

Chairwoman P. Fejeran: It was amended right, so should we just add that amendment here?

Administrative Director: We should add that to the...

Chairwoman P. Fejeran: So, this should be, I think I found it. Plan extension for the initial use of Residential lease properties with the CHamoru Land Trust Commission, it says any individuals or family referred to, otherwise referred to the lessee, who leases property with CHamoru Land Trust Commission, through its Residential properties program, shall occupy and commence to use the tract as his or her home, no later than three following the availability and basic necessity infrastructure, ie, road, water, and power. This would be Public Law number 24-62. So, lets, we'll update

Administrative Director: Without sending any other to public law.

Chairwoman P. Fejeran: Okay, so, Okay, 6.1 (C), lot size for Residential lease shall be awarded, shall not be less than one-half acre, with no public sewer available or lot size for Residential lease shall be specified by zoning, environmental and administrative policies. Okay, so, what do we get rid of here? So, if it's less, if it's, no public sewer connection, cannot be less than half an acre. And that's because of the environmental concerns. Okay.

*****Multiple conversations*****

Administrative Director: I think that's the only part changed.

Chairwoman P. Fejeran: But then...

Administrative Director: No public sewer.

Chairwoman P. Fejeran: We also took out, we took out, but neither case shall be more than one acre.

Administrative Director: Yes

Chairwoman P. Fejeran: Okay, or lot size for residential tract lease shall be specified by zoning, environmental or administrative policy but in no circumstance may the area exceed one acre. So, we took out the maximum, we did, right?

Administrative Director: Yes

Chairwoman P. Fejeran: I mean; oh wait, I think there's another public law though that references lot sizes. I know that was for Agriculture.

Administrative Director: That was for Agriculture

Chairwoman P. Fejeran: So, I guess I would ask, do we want to take out the maximum knowing we have such a limited supply. I mean it would be very irresponsible to give a Residential lease for 5 acres to one lessee knowing we have so many lessees out there.

Mr. Kosaka: I think I would just stick to one acre, makes it more available for everyone else

Chairwoman P. Fejeran: Okay, we'll look at it again about keeping that maximum in. Okay, so then 6.2b, this is our new, 6.2b again it talks about the process of Notice of Intent to Award sent via first class mail, published twice and then giving the applicants 90 days to respond. They don't respond, the commission shall remove the applicant from the award list and the applicant must reapply as a new applicant.

Administrative Director: I might want to ask about the published twice in the daily newspaper of the Notice of Intent. So, this is for each Notice of Intent or just for a list? Because as its written it says, a written notice shall be mailed for all notices. So, every time that we issue a notice for intent, I'm supposed to take out an ad in the paper? Twice, it says shall publish twice in the daily newspaper of general circulation, a notice of intent for applicants listed. That might be a little cost prohibitive in my opinion to do it every time we award. Imagine when we get over this hub and we start awarding on mats.

Chairwoman P. Fejeran: I think the way we would be doing it moving forward is like I said, 50 properties available and then we issue 50 NOIA and then those 50 names will be published.

Administrative Director: Okay, I'm just asking because the way it's written it say for all notices. So, I mean one could interpret that to meet all notices individually or all notices together as one.

Chairwoman P. Fejeran: Notice of the List of Intent to Award

Administrative Director: That would definitely be better

Chairwoman P. Fejeran: Okay, so then we'll just make sure that when we're talking about when publishing

Administrative Director: Publishing a list of those with the intent to award shall be

Chairwoman P. Fejeran: Notice of the List

Administrative Director: Yeah

Chairwoman P. Fejeran: Okay, thank you

Administrative Director: And did you want to quantify or qualify when, as to when is it going to be; do we have to do it right away or weekly, you know what I mean; is a weekly list or is it a monthly list, you know because, what if we process in a week, we process 5 and that's it and that's my list to publish for the week is 5, then the next week it's 10, or the next week, so do we want to make it a little more sizeable.

Chairwoman P. Fejeran: I think the way this would work is whenever the notices are mailed out but the 90 days doesn't start until the 2nd publishing so if you only publish once a month, then after the 2nd publishing then that starts the 90 days for everybody that was listed.

Administrative Director: Okay, so, am I clear to publish monthly?

Chairwoman P. Fejeran: Yeah, it would be at your discretion I guess, administratively

Administrative Director: As long as it's published twice

Chairwoman P. Fejeran: Yeah, as long as you publish it twice. You know I saw another one that we just went over that was talking about cancelling the application.

Administrative Director: Right

Chairwoman P. Fejeran: Do we want to keep that same language here rather than removing them from the list. It would cancel their, where was that

Administrative Director: It also says the applicant must reapply as a new applicant, I mean, well not necessarily; the other one was just cancelling it and that's it, there was no recourse after that, it was just cancelled, but this one specifically provides that they can reapply. So, they'll be put back on the list once they reapply.

Chairwoman P. Fejeran: Okay

Administrative Director: Yeah, so I don't know

Mr. Kosaka: Can I just make a suggestion on that, instead of; you know a lot of time and effort (*inaudible*)... put them at the bottom of the list and the last person that applied could've gone to the bottom. Kind of like when we go to school (*inaudible*)...give you an option like maybe you're not ready for it or whatever situation happens that couldn't get him to responding back or something...(*inaudible*) Having to redo all this stuff it's just a lot of, you know, it's just the government. You know I understand the need for us to be persistent a little more or respond accordingly but maybe put him at the bottom of the list.

Administrative Director: Also, I wanted to bring up when they reapply again, they have to pay the \$50 application fee one more time again so, that's something to consider

Chairwoman P. Fejeran: I think we also need to be more clear about removing the applicant not just from the award list but from the waiting list

Administrative Director: Right

Chairwoman P. Fejeran: Cause what we want to do here, we want to be able to clear out the list of people that aren't interested anymore or passed away and nobody interested. Right, so I guess, be more specific with the waiting list. Okay 6.2c, the Board of Commissioners shall approve a listing of eligible applicants who have been duly noticed and have accepted and are ready to be awarded a lease. Upon approval of these applicants, a lease shall be prepared and processed. These approved leases shall be deemed ratified. So, I think we already covered this one, in topic one. So, we'll just revisit this topic one. Okay, 6.3, Section 6.3, Award of Residential lease, lessee's performance. Section 6.3a, the Commission shall, whenever lots or units are available, enter into such a lease with any applicant who, in the opinion of the Commission, is qualified to perform the conditions of such lease. Sorry, next sentence is a recommendation.

Administrative Director: Yeah, that was my recommendation. I didn't think that was going to make it in.

Chairwoman P. Fejeran: So, this one we just changed tracts to lots or units, okay.

Administrative Director: With regards to that though, Madam Chair, sorry; just with regards to my suggestion since it's on the paper. It doesn't prohibit right, correct me if I'm wrong Legal Counsel, but it doesn't prohibit the board from asking for anything more than what's here, 1 thru 4, on the existing B, 6.3b, approve loan financing, contract between applicant, equivalent evidence or approved evidence or of the intent and ability to fulfill, in particular number 4. We can ask them anything that falls under this right?

Chairwoman P. Fejeran: So, it gives us some

Administrative Director: So that's my recommendation is that we take advantage of this and answer to Mr. Francisco who came in earlier about qualification, financial qualification not necessarily eligibility under the law, under the act. But that's something that I think we should continue or start on that process, perhaps if I could be so bold as to a verification of employment, financial statements of any kind that would help the decision, that would help the commission make a decision on whether this lessee, this applicant should be awarded the lease

Chairwoman P. Fejeran: Okay, thank you. Moving on, 6.5 Agricultural Leases. Whenever Agricultural lots are available, the commission shall award agricultural leases to applicants who in the opinion of the commission are qualified to perform the condition of such leases. The commission's opinion as to the applicant's qualification shall be based on criteria specified in the act.

Administrative Director: Only consideration I would have is establishing an agricultural applicant as a bonified farmer or as a bonified agriculture after he's awarded. Not giving a prequalification or another qualification right, but maybe afterwards he would be enrolled in the Guam Farmer's Co-op or already connected to a farming apparatus like an organization that would be helping him or her to start farming, similar to residential applicants, we connect them with Guam Housing Corporation, so perhaps we can connect them with the Guam Farmer's Co-op Association that way they can register to become a bonified farmer because this helps the commission in this respect, in terms of compliance going out and finding out that the 20 acres that we gave Mr. Cruz or whoever is actually being farmed or actually being raised because they have bonified farmer credentials. So that's something for the trust I think to consider putting in their criteria is afterwards said lessee upon the granting of the lease shall be automatically enrolled or shall be considered for membership in the Guam Farmers Co-op Association

Mr. Kosaka: I think that's a good point Mr. Hattig because sometimes it talks about Agricultural Leases (inaudible)...but it doesn't specify in there about Department Agriculture (inaudible)...but it don't doesn't say there that we have to register.

Chairwoman P. Fejeran: Thank you. So, 6.5, the Lessee shall occupy and commence to use the lot to cultivate as his or her farm within one year after the Lease is executed

Administrative Director: Again, it was just changed from made to executed

Chairwoman P. Fejeran: 6.6, a residences shall be permitted on Agriculture Lease lots. Only one residence will be permitted per lessee on CHamoru homelands subject to the following conditions; and then that next sentence should be crossed out. Okay, so, the following conditions are one, the lessee has actively cultivated or developed at least two-thirds of the Agricultural lot at all times. And that just changed tract to lot. Two, would remain unchanged which would require approval from the commission and three remains unchanged conformance to all territorial zoning and building requirements. Okay. So, this; so, on Agricultural properties they're allowed once residence

Administrative Director: Yeah, I just suggested taking the first sentence out because it says, residences will be permitted and then it says only one residence per; so if we just take out the first sentence and say only one residence will be permitted and per lessee on CHamoru homelands subject to the following conditions or combine the two; combine the first sentence

Chairwoman P. Fejeran: Yeah

Administrative Director: With the second sentence and say only one residence shall be permitted on Agricultural lots pursuant to the following conditions

Chairwoman P. Fejeran: Okay. So, this kind of brings up; I don't think it was up there but I guess it's more on the nitty gritty details, but it's come up before about a married couple having one lease each. There's nothing in our rules that it's against that but it does say that the way the law is written, right, the way it's written it says only one resident will be permitted per lessee on CHamoru homeland, right? So, one lessee; it sounds like one lessee might have two leases, one residential, one agricultural. Do we have any lessees that have two leases?

CLTC Staff: Yes

Chairwoman P. Fejeran: We do?

Administrative Director: Because its...it's not prohibited.

Chairwoman P. Fejeran: It hasn't been prohibited.

Mr. Kosaka: I was prohibited by doing that. So, I had to give up my Residential lot. You know and I had a spouse; that's why can I just keep the Residential as well because I don't own the land, you know? Because you know I wasn't allowed to do it because I don't think you should allow (inaudible).

Administrative Director: Right

Mr. Kosaka: Most couples stay together. Now, maybe I can understand if they're illegally separated or whatever the law may interpret, but if they're saying they're sleeping in the same house then I don't think (inaudible). Because take Agriculture land from one (1) acre to twenty (20) acres and people build a house and you guys have (inaudible)...and you can build a house. We have a residential and a house lot on a lease land, it's not fair.

Administrative Director: I think so, I think we have inconsistencies in the implication of this administratively. At least that's what we're seeing in Mr. Kosaka's case.

Chairwoman P. Fejeran: Yes

Administrative Director: And then with already acknowledging that we do have individuals that may have qualified for one residential lease and one agriculture lease.

Chairwoman P. Fejeran: So, this is not clearly spelled out in our goals. That one applicant can hold one lease and there's nothing in our rules about marriage, right? One marriage, two applicants, two leases or is it once you get married, you gotta; I know Mr. Aguon that was here, joined us earlier, he also had to give up his property because that was the interpretation

Mr. Kosaka: For the sake of argument, I would use my case as a (inaudible)...for my lease property. Otherwise I would've kept it.

Administrative Director: Sure

Mr. Kosaka: (inaudible response)

Chairwoman P. Fejeran: Okay.

Administrative Director: Glenn, did you have something?

Glenn Eay: Yeah, you know, from back in 6.6a where it says only one single residence, there's a difference between one single dwelling family, because you know, you can have multiple in one residence where they build extensions and they're all connected; so would it just be one family? That's what they're doing when we see it out there right now where it's just one house, but they keep extending, extending, extending and they have four (4) kids so it's no longer one residence, it's multiple.

Administrative Director: Thank you

Mr. Kosaka: Here's a recommendation for Agricultural lots. You get 20 acres right, so you have 5 kids, husband and wife and 5 kids, and you're in that one agriculture lot, right (inaudible)...the kids are grown up now and you know maybe a subdivision of that 20 lots can be tracked down to 5 or 4, 5 lots and now each of one those kids can have one lot because they invested their time and the plantation on the farm.

Administrative Director: I think it's up there. We actually put it up there too, subdivide; so, we'll take that into consideration

Chairwoman P. Fejeran: Alright, let's see, moving along, 6.6b. The Commission shall not be liable for expenses incurred by the Lessee for amenities brought to the lot. The Commission shall not provide nor be required to provide such amenities except as it may determine in the plan development of the plan (pause)...okay.

Commissioner A. Duenas: (inaudible discussion with Administrative Director) Changed it cuz we eliminated from the original from 6b?

Administrative Director: Yeah.

Commissioner A. Duenas: Could we just change; that would be... (inaudible discussion with Administrative Director) ...that was b?

Administrative Director: That was c, now it's b. Yeah because we eliminated the original.

Commissioner A. Duenas: Change tract to lot? Same thing goes for 6 to 6c

Chairwoman P. Fejeran: It all moved up

Administrative Director: It all moved up. Everything moved up. Could you John, could you just highlight the one on the left. Madam Chair, that's what happened right there. You see 6.6b stricken completely and then if you scroll up, and then everything else moved up one

Chairwoman P. Fejeran: Ah, okay, thank you. So, what we've removed was; what did we remove?

Administrative Director: From lessee possessing a Residential tract lease can construct a residence on a Lessee's Agricultural tract providing if the Lessee complies

Chairwoman P. Fejeran: Okay so that's what spoke to my question of one applicant, one lease

Administrative Director: Yeah, Yeah

Chairwoman P. Fejeran: And by striking that we're making it clear that one applicant can only have one lease

Administrative Director: Right, right

Chairwoman P. Fejeran: Okay, that makes sense. Thank you for that clarification. So, 6.6c, upon cancellation, to render, or transfer of the Agricultural lot, the Lessee shall relinquish the entire lease hold interest including any resident therein built

Administrative Director: It's just changing tract to lot

Chairwoman P. Fejeran: Okay. Okay, Section 7.5, Transfer of Leases. Request for transfers will be conducted; considered for approval, sorry typo; considered for approval only if the Lessee has held such a lease for a period of at least 7 years unless the commission finds that an emergency does exist which makes the transfer imperative. A Lessee may transfer lease hold to a qualified spouse or qualified individual within the third degree of consanguinity. The Transferee must immediately occupy the residential lot or use or cultivate the Agricultural lot. Failure to occupy or use such lot within 60 days from the date of transfer shall constitute grounds for cancellation of such lease.

Administrative Director: Here we clarify, the Lessee may transfer to any individual who qualifies under the act. We actually made it to any qualified spouse or qualified individual within the third degree

Chairwoman P. Fejeran: Of consanguinity

Administrative Director: Yeah, so this one, the original in the current laws; the rules and regulations says anybody that qualifies under the act the Lessee may transfer, anybody. But in our proposed, its just anybody within the third degree that qualifies.

Chairwoman P. Fejeran: So then, with the act, I think the act would be amended too or did we already do that.

Mr. Kosaka: For clarification

Chairwoman P. Fejeran: Sorry just a second, because the act under that section we looked at earlier, okay, that's where we brought in the third degree of consanguinity to match the section now

Administrative Director: Right

Chairwoman P. Fejeran: Okay, got it.

Administrative Director: Okay, and then did you still want to do it

Mr. Kosaka: So, you know here on Guam we have a lot of step children, right, that we raised since they were babies and we fostered here or adoption or thru by marriage; it doesn't talk about in here about stuff like that, so, the Coby Law and stuff like that can be adopted instead of and that would make it fair for children that I've raised since they were little kids to be qualified for me to transfer my lease

Chairwoman P. Fejeran: Right, like the poksai kids and stuff. Well I think that would be

Mr. Kosaka: Well, like my case, I married; when I married, she have two kids and then I had foster kids that I raised thru; I had guardianship thru the court and they became 18 years of age but do they qualify as my kids to transfer this

Chairwoman P. Fejeran: I think would happen is, if you pass the 7 years you still have to request to transfer thru the Commission and the Commission could approve it; you come to us and tell your case

Mr. Kosaka: Because in consanguinity they talk about by blood, you know

Administrative Director: Right, and that's the essence of what Angel was trying to bring forward is the fact that it's CHamoru but we have to weigh heavily both, both arguments because what if you poksa'ed somebody that's not a Chamorro, right, I mean so, were getting into the essence of what the program is all about

Mr. Kosaka: Now they can make the law and put that, interpret that where it becomes fair for the couple to have that child that they raised thru a court order

Audience Member: Unless you're adopted

Mr. Kosaka: Adopted nai (*inaudible*)...I don't see anything here on this (*inaudible*)

(*inaudible discussion in the background*)

Administrative Director: Right

Chairwoman P. Fejeran: Okay. Thank you so then we move on to our second, B. And I'm going to change it to eligible or whatever; qualifications from lease award will be caught clearly identified and that's going to section 5.2 which we are not proposing any changes; 5.2 is the qualification of applicant, so they have to have document proof that the applicant is at least 18 years old, is a native CHamoru and is a native CHamoru as defined by the act, right. And then Section 6.7, talks about agricultural livestock and crops; go ahead, 6.7 there; no changes then. Wow were almost done here. Okay, moving on to topic 3, I have Mr. Kosaka

Mr. Kosaka: Again, for the sake of time

Chairwoman P. Fejeran: I appreciate it. And then Mr. Quidachay is also gone. Okay, Topic 3, greater transparency and accountability. Our goal is talking about the master database listing will be recorded with the dept of land management. Right now, 5.6d, the current rules say, on or before the 15th day of every month, a copy of the priority listing for the previous month as of the last day of the month shall be recorded at the dept of land management. We're proposing to change that to by the end of the 20th day of the end calendar year, a copy of the residential and agricultural redacted master database listing for the previous year shall be recorded at the dept of land management. Because recording is just a snapshot in time but puts it in a; it has it recorded at Land Management, we felt that once a year for the year previous was enough

Administrative Director: And the previous one, the fifteenth (15th) day of every month is really difficult, I don't think

Chairwoman P. Fejeran: We've ever done that

Administrative Director: In my forty (40) days, I've never, I'm sorry but I've never been able to do that, plus it says priority listing, it doesn't say waiting list or doesn't say master list, so I don't even know what a priority list is because we haven't even established a priority list.

Chairwoman P. Fejeran: Priority list, right, so, this is just saying at the end of the year we have to have it recorded and it's redacted because of the sensitive personal information is taken out. Okay, B, island wide residential and agricultural waiting list will be posted online and hard copies available at the Commission offices. 5.6b.

Administrative Director: It creates a new section or subsection

Chairwoman P. Fejeran: Okay, so this is new. Residential and Agricultural island wide waiting list shall be posted online and made available at the Commission offices. There you go.

Administrative Director: Easy. Self-explanatory.

Chairwoman P. Fejeran: So, and that wasn't in the rules before but now it's saying let's get it in there and make sure it's...

Administrative Director: It's part of our transparency

Chairwoman P. Fejeran: Okay for C, a listing of leases awarded to applicants will be posted at every municipal Mayor's office and on the CLTC official website, so we went over this already.

Administrative Director: Yes

Chairwoman P. Fejeran: But this is Section 5.9, posting lessee awards

Administrative Director: Yes

Chairwoman P. Fejeran: So instead of having to publish in a newspaper

Administrative Director: Yes

Chairwoman P. Fejeran: Instead were posting it on our website. And it shall remain posted for a period of 60 days. Okay. That's all we got thru this. Any final thoughts before I conclude? Yes?

Administrative Director: We have one, a concerned citizen is asking if they'll be able to plant marijuana on their CHamoru Land Trust property should the recreational marijuana law come to fruition

Legal Counsel Toft: (inaudible response) ... Problem is that because federal laws also apply in a lot of the CHamoru homeland where former federal

(inaudible)...there's potential that those lands would be seized by the federal government so based on the AG's office, they said that is not allowed on CHamoru Land Trust properties

Chairwoman P. Fejeran: The Commission, I remember when this first came out. The Commission decided back then that this is medicine, a natural medicine, and we voted, I think we made a resolution or something. In fact, that we would allow it, the Commission would allow it. And then this is first I've heard of it. I haven't seen anything in writing from the Attorney General about our decision.

Legal Counsel Toft: Alright

Chairwoman P. Fejeran: So yeah. The commission wanted to allow it.

Administrative Director: Yeah and then secondly if there could be any determination as to what Federal Land was given back and turned over to the trust and sequester that land and say on that land there can be no marijuana but on land that was Government of Guam land

Legal Counsel Toft: Let me find you something

Chairwoman P. Fejeran: Okay, yeah, thank you. Yeah cause, I guess the former director mentioned it that I said; it was never brought to the commission after our decision was made

Legal Counsel Toft: Okay

Administrative Director: Cause I know commercial leasing of agricultural land is now going to be inclusive of that and we're a year out from the cannabis control board being created but we wanna have something in place should; I mean we're going thru this process of, we might as well, you know, kind of hit it off the pass, you know, while it's out here, but for consideration for the Commission to consider because we already have applicants asking questions or you know lessees asking questions about; hey I wanna grow marijuana on my land and I wanna sell it; I wanna make my subsistence; it's a legitimate question now that the bill has been signed or going to be signed

Legal Counsel Toft: It just was

Administrative Director: It just was

Chairwoman P. Fejeran: Alright, okay. Well this concludes our working session. Thank you everybody that participated. I think we got a lot of feedback and some real sticking points that I think we really have to think about and revisit as a commission and working with our beneficiaries and our staff to make sure that what were proposing makes sense for all of us and gets us to our vision.

Audience Member: If I could just ask, I forgot to ask this question

Chairwoman P. Fejeran: Oh yeah, sure

Audience Member: So, my father has to sign over a new contract, new lease because of the lot beside us. They had issued a first lot numbers and it was odd, I guess it was wrong jurisdiction and stuff; as soon as given a new lease agreement, so that new lease starts fresh again; I think he was Lot 199 and they said no that's in a different area

Chairwoman P. Fejeran: I think that would be a lease Addendum so, am I right?

Administrative Director: It would be a correction

Chairwoman P. Fejeran: It would just be a Lease Addendum changing lot description

Administrative Director: Correct

Chairwoman P. Fejeran: And then the lease start date would be the same; yes, wouldn't change

Administrative Director: And just a continuation

Chairwoman P. Fejeran: Okay thank you, we'll have a seven-minute recess and we'll reconvene for our meeting



Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman P. Fejeran

Joseph I. Cruz
Vice-Chairman

Amanda L.G. Santos
Commissioner

Austin J. Duenas
Commissioner

Shawntel L. Techaira
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04/04/2019

COMMISSION REGULAR MEETING MINUTES
Department of Land Management Conference Room
3rd. Floor, ITC Building, Tamuning

Thursday, April 4, 2019 from 4:04pm – 5:19pm
Public Notice: The *Guam Daily Post* on March 28, 2019 and April 2, 2019

I. CALL TO ORDER

Chairwoman P. Fejeran called the Chamorro Land Trust Meeting to order at 4:04 p.m.

II. ROLL CALL

Notation of Attendance

Present were: Chairwoman P. Fejeran Fejeran, Commissioner Santos, Commissioner Duenas, Commissioner Techaira, Legal Counsel Nicolas Toft, Administrative Administrative Director Jack Hattig

Absent: Vice Chairman Joe Cruz

III. APPROVAL OF MINUTES

Chairwoman P. Fejeran: Thank you everyone for being here. We're just going to go straight down the agenda here. Approval of minutes, we have the Thursday March 7 meeting minutes. So, we are not that far behind. Has the commission had the time to review this. I have one minor comment on page 7, "The 2nd time that I spoke", I think there's a word "decide" missing. Says Chairwoman Pika Fejeran stated, "It is interesting CLTC can" and then insert "decide"; "Can decide what will be allowed in our properties but another bill can be proposed which completely changes the rules and regs." So, let's just make that clear that the CLTC decided. Any other comments from the Commission? No? Ok. Can I get a motion to approve pending that one correction?

Commissioner A. Duenas: Motion to approve March 7, 2019 regular meeting minutes, pending that one correction.

Commissioner A. Santos: I second.

Chairwoman P. Fejeran: Motion's been made, seconded by Tan Amanda. Further discussion; all those in favor?

Commissioners: Aye.

Chairwoman P. Fejeran: Aye's have it. Thank you. Okay, moving on to next items on the agenda under Old Business. The first is the Director's Report.

Administrative Director: So, Commissioners, Madam Chair, Commissioners just replace the one that's in your packet with the one I handed the insert to you. There have been some changes between the time I drafted that report to the time; so, I'll just a lot of this is an overview from the previous report that was provide in March. This is the April one so with regards to the budget and finance; our budget is being provided today for your review. We received the ceiling and it's due on Monday to the governor. So, it's just really for your review to see what we're doing. We'll go over more as we get to that part of the agenda, so I reserved comment for that portion. Staffing, I do have an issue with regards to the staffing. Two DLM employees are currently evaluating all of the Land Agent's for CLTC, and in accordance with the Governor's separation of the land agencies in her first executive order, I need the opportunity to create or recruit a Land Administrator and a Land Agent III position so that we can have adequate supervision of the Land Agents but that has effects on the budget process, so that's first and foremost that an emergent conflict right now because we will not be fulfilling the mandate of the Maga'haga if we don't have the supervision questions settled. So I have proposed a solution to BBMR; we had a meeting with BBMR yesterday proposing a solution temporarily that we utilize our reserves of which the board can by resolution from what I understand, thru talking with Attorney Toft is to utilize the funds in the Operations, right, for operation funding to utilize those for the creation of those positions and then we can also do thru the budget law itself, we can replenish those funds that we took from either our commercial leasing efforts because its set to; in the end of FY2020, the commercial leasing that goes into the survey and infrastructure fund is going to end and it's supposed to go into the Loan Fund, the Home Loan Fund, so we would need to make an adjustment in the public law to allow for that to continue so we can utilize the survey and infrastructure funds for operations and one of the first things I wanted to do is propose we pay the engineer techs and pay them out of the survey and infrastructure fund since that's what they're doing and that justifies in the law using that for operational purposes. So that frees up an opportunity for us to hire a Land Administrator to fulfill our; maybe not the Land Agent III but the Land Administrator to fulfill that supervisory component. So, once we get that person in place, we'll be completely separated from DLM in terms of them supervising our employees, but the engineer techs would still be under their supervision because of the nature of the technical work to be supervised by a licensed professional surveyor.

Chairwoman P. Fejeran: So that would be for 2019

Administrative Director: Well, no, that would be intact

Chairwoman P. Fejeran: So that's the proposal?

Administrative Director: Yeah

Chairwoman P. Fejeran: Okay we'll get through that and the finer details

Administrative Director: That's what I have emergent. I do have proposals for what we should do for staffing outside of that once we get into 2020; once we get our commercial leasing off the ground and we're able to tap out of operations more, so that's in the report so you have the opportunity to review

Chairwoman P. Fejeran: Ok

Administrative Director: There is a proposed staffing chart; organizational chart that is there. Those in red are indicated that they have not been created or they're currently vacant. We do have a private secretary position that will be filled. Adelup is going to give me a name but only for FY2019; it will not be in the FY2020 budget and then you do have a Land Agent III and Land Administrator proposals in the organizational chart, and then currently we do have one vacant Land Agent I position that will not be fulfilled, not being filled in the 2019 budget, but we'll see what happens in the 2020 budget. It's not anticipated to be filled in the 2020 budget either, but I consider it to be a critical component for what the trust wants to do with its priorities moving forward regards to transparency and accountability and compliance.

And then you will see the proposed organizational chart for FY2020 and beyond, it's there; this is what the trust should look like when everything's settled, when everything's good to go. It should look like this; it will operate like this. Just to give you an indication of where we are at. It also provides for as sessions, so how do we maintain our employees going forward. For instance, our two engineers are currently retirement eligible; if they decide to retire then we will have difficult time filling the ranks of Engineering Tech II, so I provided for the Engineering Tech I so that we can transition plan up and a discussion plan and then of course you see the rest of the land agents. So, do you have any questions for staffing?

Chairwoman P. Fejeran: Yeah, so I guess we'll get to the 2020 budget but what I would like to see is that; I see a lot of new positions; there's a records management assistant, data control clerk, engineer tech I; if we could get justification for each of those positions and why they're organized this way; why we have three land agents that each have a land agent working with them

Administrative Director: Currently we have three (3) Land Agent II's and each of them are assigned a Land Agent I currently, so I kept that design; that organizational chart so that training and accessions can occur

Chairwoman P. Fejeran: So, I guess I'd be curious; Land Agent II's, are they working on specific parts of the process or what

Administrative Director: The we have it is Land Agent I's have relatively manageable cases, relatively simple caseloads with transfer beneficiary, a utility authorizations, and all the things that are relatively easy and then the Land Agent II's because of their knowledge, their institutional knowledge, they work complex cases; cases that involve multiple problems right and then the Land Agent Supervisor, who oversees the Land Agent II's and I's and that person reports to a Land Administrator and then and administrator is liaison between DLM for all the services that they would provide and then you have the engineer techs which are there to do the survey; assist with the surveying, then you have a planner because one of your priorities is Community Development, Community Planning, so a planner is intricate; is needed in that process of planning and then you have the administrative portion which is the program coordinator IV because they are overseeing four individuals; they are taking care of the budget, that Program Coordinator will be taking care of budget, will be managing the Records Office with a Records Management Officer. Gary has indicated that he needs a secondary person in the office because as it is by now if he's gone then the

records nobody can get access to records so I'm getting a secondary person whose job is to manage records and has that institutional knowledge is important and then the data control clerk would handle the Database, while the Administrative Assistant serves as the secretary.

Chairwoman P. Fejeran: Thank you. I didn't mean for all of us to walk thru everything

Administrative Director: No, I'll get you a more detailed breakdown so that you don't have to...

Chairwoman P. Fejeran: And I guess were looking at that in the budget anyway.

Administrative Director: Right.

Chairwoman P. Fejeran: I really appreciate these Director's reports that you put together; they are very helpful and being that we just received it, neither of us have had the chance to read it

Administrative Director: Right

Chairwoman P. Fejeran: But I do see that you have some Old Business ideas dealing with the Premoratorium Lease List; the Voidables; the red mark X leases are in here and I prefer that we table that, I mean I appreciate that you have given us recommendations and maybe put that on our meeting agenda for April 18th, the next one, so it would give us ample time to look at what the recommendations are and we can really look at it as a whole, rather than just in this Administrative Director's report. If there is anything else that you think we need to look at more closely as it's in your Administrative Director's report, do you think so or do you think we can take this and...

Administrative Director: Like I said, it's ever evolving; I report as much as I can to you when we meet because I take advantage of that opportunity. It's really not meant, Madam Chair for you to take any action right now, that's really not the intent, the intent is for me to actually present the report publicly, right, to know that I did my job in telling you what has transpired over the past month; and then for you to – those are follow-on actions that the board will take at its convenience like what you suggested to put it on the agenda for the 18th, so that's something that you would do, but I would be remiss if I didn't at least in the minutes reflect that I actually gave my report to you that way if you had any questions that came up you could have an opportunity to respond right away, but if you wanted to reserve comment and respond, you could do so at any time.

Chairwoman P. Fejeran: Ok. The next item on the agenda after the Administrative Director's Report is the Premoratorium Lease List. I wanted to see if the commission would like to table that until the April 18th meeting. Okay so we can on the agenda, the Premoratorium Lease List, the Null and Void Lease List, and the Red Mark X Lease List.

Tina Jocson: Madam Chair, the Premoratorium Lease List is the Red Mark X Lease List

Chairwoman P. Fejeran: Oh, it is.

Tina Jocson: Those were all the ones that were just about ready to finalize signatures and then previous Administrative Director Borja just put a red X, so we titled it Premoratorium rather than Red Mark X Lease List

Chairwoman P. Fejeran: Oh, there's not two sets?

Tina Jocson: Because it was right before the Moratorium (background mumbles)

Chairwoman P. Fejeran: My understanding of the red marks was it had Administrative Director Borja's Signature and Lessee's Signature, but it was just missing Governor's signature

Tina Jocson: Correct

Chairwoman P. Fejeran: Then it was exed

Tina Jocson: Correct, so that's the Premoratorium Lease List

Chairwoman P. Fejeran: That's the Premoratorium lease list...okay. Were there any other leases? I know the officer that joined us last time.

Administrative Director: Right, and I did respond to requests about that. So, we're still determining right now exactly whether there were any other leases prepared but not brought for the board's approval.

Chairwoman P. Fejeran: Or even got signatures or something. Right?

Margarita Borja: We're reviewing.

Administrative Director: We're reviewing it currently right now. We'll definitely have what we have as of April 18 we'll be available to report what we have, but it's an ongoing process. These individuals have been deployed or these individuals have not been contacted, so they're literally coming out because of the press reports that we're going to do something; that we're about to do something, so now they're checking in; what about mine? So, we're reacting to that check-in by saying oh wow, look at this, we opened up your case and we found a lease here, it was prepared, neither signed by Administrative Director.

Chairwoman P. Fejeran: It's just unexecuted leases?

Administrative Director: Correct, correct.

Chairwoman P. Fejeran: So, if we could put that on our agenda, Premoratorium (also known as the red marks), the unexecuted leases and then the null and void.

Administrative Director: On that list you don't want a number, right, you want the actual person. You want the name at least, is there is anything else from that list because we want to be as thorough if you're going to ask questions.

Chairwoman P. Fejeran: I probably wanna see not really this one but that big spread sheets, so it has the name, application date, application time, lot description

Administrative Director: Well if you look at the packet; the ones that were issued from switch applications are here all the way to the 102; so that's the void list.

Chairwoman P. Fejeran: Yeah, we wouldn't need any information on transferring unless there was a transfer. It would be helpful to know if they are already occupying, right?

Legal Counsel Toft: I think it is.

Chairwoman P. Fejeran: But for the Premoratorium

Legal Counsel Toft: Yeah, it's the next page

Administrative Director: The green

Legal Counsel Toft: Yeah, the brown and green

Administrative Director: Yeah, the brownish green one. So, this is the red mark x that the media is determining to be red mark but this thing 1 to 28, that's what we have.

Chairwoman P. Fejeran: Okay and if its

Administrative Director: Notice that Borja isn't on this list and it's because...

Chairwoman P. Fejeran: Hers was unexecuted

Administrative Director: Right!

Chairwoman P. Fejeran: Okay, I think the list you have is good. So, I'd like to ask the commission to review the Administrative Directors report and be prepared to discuss those three lists so we can make some movement out there. I think we really need to get decisions made. It might also be helpful if we can notice those individuals that are on these list that will be discussing the leases next time, so if we can get some mailings out to them.

Administrative Director: We'll let them know and make contact to each of the 28

Chairwoman P. Fejeran: And the null and voids; yah, everybody

Administrative Director: Okay

Chairwoman P. Fejeran: That we're discussing it

Administrative Director: Yes

Chairwoman P. Fejeran: Right.... Okay, so, I think we're done with Administrative Director's report

Administrative Director: Yes ma'am

Chairwoman P. Fejeran: Premoratorium lease list has been tabled. Moving on to New Business, Land Inventory. I think it was described in our working session that we just completed. We do not have any information as to the vacant land, residential or agriculture.

Administrative Director: Right. Correct.

Chairwoman P. Fejeran: If we could pursue knowing what those numbers are that would help.

Administrative Director: Yes, were working with survey division, DLM survey division to determine exactly what is vacant as far as residential and agriculture, but then again, pending survey...

Chairwoman P. Fejeran: I guess my questions is who designated these? Who designated them residential versus agriculture?

Administrative Director: What we did, we just identified Agriculture leases and we just; whatever the commission issued as an Agriculture lease, we identified the properties

Chairwoman P. Fejeran: So, is there at any time when the commission was looking at the inventory, did the commission every say, you know what this is fertile farmland, this is going to be for Agriculture?

Administrative Director: No, no.

Chairwoman P. Fejeran: No? So, we've just been putting people on land saying okay that's Agriculture, okay, that's Residential?

Administrative Director: Right, right.

Chairwoman P. Fejeran: Okay.

Administrative Director: That's why I need to work with Dept of Ag because that's; I've made contact with them and I have a meeting with them actually with her, the Administrative Director, so we have to come up with a way for them to actually to do a review; of an assessment right of what's best for Agriculture and what's best for Residential

Chairwoman P. Fejeran: Wow, so that's never been done?

Administrative Director: Right.

Chairwoman P. Fejeran: Okay, so then how did the; when we did the commission did the subdivisions, right; I know that there's the Agricultural subdivision, the Master Plans, and then the Residential Master Plans, that was just based on existing?

(someone in the background responds) Ahhhh, got it. Okay. Thank you for this. Commercial properties; so that was Residential and Agricultural.

Administrative Director: Right

Chairwoman P. Fejeran: Commercial properties - The Administrative Director and I met with GEDA and as the commission knows, there's five (5) properties in our Commercial inventory that are ready to be RFP'd out for Commercial leasing. I wanted to see if the commission was ready to, I guess engage with GEDA to get that process started. What did they say? They just needed a letter from the commission asking GEDA.

Administrative Director: Actually, the words that they used what a motion to engage with GEDA. So, a copy of that part of the minutes would suffice, but I'll work that out with Executive Administrative Director Melanie Mendiola.

Chairwoman P. Fejeran: Okay.

Administrative Director: I'll work it out as to what paperwork they need but I know we discussed it.

Chairwoman P. Fejeran: Okay but the commission want to make a motion to engage with GEDA for these five (5) properties. It would be the first step in a long path to commercial leasing but what it would do is it would get the ball rolling because right now without it they can't do nothing so it would just be a motion to, what did you say? Motion to engage...

Administrative Director: Motion to engage with GEDA with regards to the five (5) properties listed

Chairwoman P. Fejeran: And to engage with our MOU right; to execute and work thru our MOU

Administrative Director: Right, right. The MOU was signed in 2017, so its relatively new and we've reaffirmed it. Our intension is to reaffirm it, pending the commission's guidance. She did indicate, Ms. Mendiola did indicate that she would like to see or she made a recommendation for the RFP to go all out for all five (5) at the same time so that way we can get the best possible, I guess reaction or proposal and then we can meet in a preproposal conference to decide exactly what we would like from those properties.

Chairwoman P. Fejeran: Right, right. A committee has been formed for commercial leases right, so, I would just need a motion from the commission to engage with GEDA.

Margarita Borja: I just have a question.

Chairwoman P. Fejeran: Oh, one question.

Margarita Borja: Just one question. I'm not sure if the 5075, the one that was a right of entry that was given to GWA is going to be included in this because it's up until December 30, 2019, so I don't know if its...

Chairwoman P. Fejeran: Yeah, I think it is. It's part of our list. I think we can pursue, yeah, I think we can pursue it and maybe have something ready right away. Okay, thank you for that. That's the property behind East West Rental. That's one of the five. (mumbles in the background) Yes, that's one of the five.

Administrative Director: Oka Point is one.

Chairwoman P. Fejeran: Oka Point.

Administrative Director: The property right across GVB you know where they put the Christmas lights, that vacant property. That's another one.

Commission A. Duenas: Okay. And then...

Chairwoman P. Fejeran: There's the two in Yigo.

Administrative Director: Yes. In previous packets.

Chairwoman P. Fejeran: Yeah, I just saw it.

Administrative Director: Let me look at the previous packets. Forgive me, it might be (inaudible conversation in background)

Chairwoman P. Fejeran: Okay, here we go, so behind East West Rental, near the Yigo gym, across the Yigo gym, Oka Point, and across from GVB.

Commissioner A. Duenas: Okay.

Chairwoman P. Fejeran: So these are the only five commercial properties that the commission has pushed to the Legislature that have gone through that whole process, that have gone through the Commercial Rules and Regs as far as possible and so now were ready to work with GEDA, so we would need a motion from this board to engage with GEDA and a formal letter that will list the properties. And there would be, like he said, a preproposal

Administrative Director: Premeeting

Chairwoman P. Fejeran: Premeeting, where like the subcommittee or commission would sit down with GEDA and develop the RFP criteria, the judging criteria. Okay?

Commissioner A. Duenas: **Motion to engage GEDA regarding the five properties. One behind East West Rental, near Yigo gym, across Yigo gym, Oka Point and across GVB and to provide a formal letter to list the properties.**

Commissioner S. Techaira: We could list the properties?

Chairwoman P. Fejeran: It would be just this list telling them exactly the properties; not like real estate listing. Okay a motion's been made.

Commissioner S. Techaira: I second that motion.

Chairwoman P. Fejeran: Seconded by Commissioner Shawntel Techaira. Further discussion.

Commissioner S. Techaira: None.

Chairwoman P. Fejeran: Okay all those in favor

All Commissioners: Aye.

Chairwoman P. Fejeran: Ayes have it. Motions made let's get that ball rolling. Thank you. And then going on down after commercial, we have submerged lands. And thank you for pulling this information, you know for us to understand what submerged lands mean. I see an exert from 21GCA Real Property under chapter 63, Territorial Seashore Protection Act. How does this help us?

Administrative Director: Yes, well, what it does is that it gives us a framework for what submerged lands are and if you look at 63MO3C, Seashore Reserve, it means that land and water area of Guam extending seaward to the 10th fathom contour including all islands within the governments jurisdiction except Cabras and those villages wherein residences have been constructed along the shoreline prior to the effective date of the Seashore Act. It means from the main high waterline for a distance on a horizontal plane of 10 meters and from the main high waterline to the inland edge of the nearest public right of way so it gives you kind of a framework for what Seashore Reserve means and it helps us to better define what submerged land means because from time to time land becomes submerged, right, under water depending on the tide, depending on so many environmental concerns so I just included that as a guide, maybe, I know we were trying to determine the definition of submerged lands and then pending anything from the legal counsel, what any other definitions do we have, legal definitions of it and then identifying whether we have indeed submerged lands in our property and I believe we do. Its currently under Commercial Lease.

Chairwoman P. Fejeran: On one of the other meetings I was handed this. This one. Is that from you?

Legal Counsel Toft: Yeah, I think so.

Chairwoman P. Fejeran: Okay so whatever is done there has to be considered by the Territorial Seashore Protection Commission

Legal Counsel Toft: Uh huh.

Administrative Director: And then I think that bides for it in 63104

Legal Counsel Toft: Yeah, I mean GovGuam does have, CLTC does not have but GovGuam does have submerged landings with the observatory... (inaudible) And I

think the opinion I gave you does this question having been considered before as to whether CLTC does have jurisdiction on certain parts of; yes we do

Chairwoman P. Fejeran: Okay

Legal Counsel Toft: But yeah, there's a couple

Chairwoman P. Fejeran: Nice, okay. Thank you.

Legal Counsel Toft: Yeah, I can forward that to the board also.

Chairwoman P. Fejeran: Thanks, I think it's trying to help me and the commission to try and get an understanding of what all this property means; what it looks like; but yeah, if you can forward that to the commission. Okay, next under New Business – CLTC and Guam Housing Corporation MOU

Legal Counsel Toft: Okay, so what I did Madam Chair is I just redrafted the existing MOU between Guam Housing and CHamoru Land Trust for the ten lots. They are described in the MOU within its inventory and then I did provide a map as well as to where those ten lots in Sagan Linahyan are located. There's a lease agreement that GHC has with a previous construction company for a construction of a home and then the requirements are all there and then there is an attached addendum for the home that they built on Tract 1113, Block 12, Lot 1 and then there's a reference to the acting president; or now the current president. She would like to reaffirm our MOU so that was her letter asking that Memorandum of Agreement or Memorandum of Understanding. She also said they're going to issue an invitation for design for the next phase, or for the next home. And then here's the old MOU which was signed by David Camacho and Michael Borja.

Chairwoman P. Fejeran: I didn't see that this old MOU had an expiration date

Administrative Director: Right

Chairwoman P. Fejeran: so is it just reaffirming

Administrative Director: Right

Chairwoman P. Fejeran: and just signing a new MOU

Administrative Director: Right, it's just this board, this commission versus the previous commission. As you can see the signature blocks are not the administrators, it's actually you as well signing with me, affirming the commission's acceptance of the MOU

Chairwoman P. Fejeran: Okay, thank you

Administrative Director: On a related note, Linda Hernandez that we just passed, we just approved hers

Chairwoman P. Fejeran: Yes

Administrative Director: This is what it comes out of, this Memorandum of Understanding

Legal Counsel Toft: While the MOU doesn't have an expiration because it says the plane was reached and that the license...(inaudible) and it's at the expiration of that license that those lots go back to CLTC

Chairwoman P. Fejeran: Okay. And with this; have you gone thru this and everything checks out

Legal Counsel Toft: I haven't seen individual licenses...(inaudible)

Administrative Director: We just took the existing MOU that was made, and we just literally changed the signature blocks because as far as we were concerned, I was concerned, everything was in place from the previous board; in 2014

Chairwoman P. Fejeran: My question is, for granting sublicenses, does that follow under our Commercial Rules and Regs, how does that pan out? (long pause) Unless the original MOU was signed in 2014; after the Rules and regs came out or before? I don't know; I mean does this MOU really something I think the commission can absolutely stand behind, I just want to make sure that were following our rule and regs and not doing something could get us into trouble again.

Administrative Director: I think we can work out the license for the first lot, right; we can draw up the license for the first lot because it was the commissions determination to execute (unable to fully hear Administrative Director's conversation with LC)

Legal Counsel Toft: For Lot 1

Administrative Director: Right, for Lot 1; the first one so we just have to draft the license for it but in response to the chair, is there anything that might preclude the drafting of sublicenses

Legal Counsel Toft: Not that I've seen but I'll double check that and get back to you before the next meeting

Chairwoman P. Fejeran: Okay, thank you. So, we can table this until April 18th.

Administrative Director: But my only concern is the granting of the license, does it occur after? Or does it occur beforehand so that GHC can sublicense it to the developer, see what I'm saying. See what I'm saying, so right now because the previous MOU, they already executed the design and the building of it, I don't whether CLTC because I wasn't here, I don't know whether the CLTC granted the license, that's why I was asking, that's what I'm saying.

Legal Counsel Toft: (inaudible conversation) ...because I never saw that

Administrative Director: That's what I'm saying if the commission did so without granting a license, as long as there was nothing on GHC side; and I certainly didn't see

anything granting; I don't know if you looked thru the Use Agreement though and the Use Agreement is not a license

Chairwoman P. Fejeran: Right. It's just with the contractor.

Administrative Director: Right. Exactly. So that was my concern when I brought it up. But I didn't see anything; but because they didn't sublease it to them or sublicense it to them.

Chairwoman P. Fejeran: Right.

Administrative Director: They just said, please build it; please build it and we'll find somebody to take over the mortgage inclusive of the construction

Chairwoman P. Fejeran: Okay. Thank you, Legal Counsel for further looking into that. Okay next items on the agenda, number six, Commercial Lease. First is the Guam Racing Federation Lease Agreement.

Administrative Director: So, we have there the draft and then there were inserts passed around. I'm sorry that these inserts didn't make it into the packet but the draft that was provided or that is referenced here in your packet, is the draft that was provided by the Guam Racing Federation, so I apologize; there was no cover letter. When we had a negotiation meeting, the first meeting almost 2 weeks ago, this was the only document they had in addition to the memorandum to Administrative Director Borja that they were exercising their right to first refusal. And then of course the public laws behind it just to give you a framework. And then the attachments were added were Legal Counsel Toft's comments

Chairwoman P. Fejeran: Oh, thank you

Administrative Director: And then our commercial guru which is Joey Cruz looked thru the existing PL and the terms, the original terms of the contract and he provided his assessment and our counter proposal.

Chairwoman P. Fejeran: Okay, so this one that you're looking at, that was Guam Racing Federation saying, here this is what we want our terms we want of this lease agreement

Commissioner S. Techaira: But we didn't agree with the terms

(audience mumbling in the background)

Chairwoman P. Fejeran: No, no.

Commissioner S. Techaira: Okay

Chairwoman P. Fejeran: No, I know it scared me too.

Administrative Director: It says "draft" first of all, that's number one. Number 2, we just started the talking, were not there yet but we'll get there.

Chairwoman P. Fejeran: So, I think we discussed it, I think we kind of discussed it last time, the starting points for the lease, right? There's three starting points, one is the bill that the lease will be based off; two, there the bill, there's the old lease.

Administrative Director: Right, the previous lease.

Chairwoman P. Fejeran: The month to month, right but then the third is the Commercial Rules and Regs for leasing and I see that our LC went thru the lease; was this based on their draft lease?

Legal Counsel Toft: This is based on their draft, so the numbers correspond with the numbers that ...(inaudible)...well some, some of them are; but I'll clarify

Chairwoman P. Fejeran: Okay, and then the next, this one, not on the CLTC email letter head. This one's from Joey.

Administrative Director: Yeah

Chairwoman P. Fejeran: And he's also looking at their proposed lease

Administrative Director: He summarized their lease

Chairwoman P. Fejeran: Talking about what's allowed or not

Administrative Director: He summarized their lease so that you have a summary, the bullet points, summary of their lease

Chairwoman P. Fejeran: Okay

Administrative Director: So, if you needed a better indication of what they say or do, and then on the bottom it says proposed CLTC terms, everything that follows is what he proposes we should do; and he did review the Commercial Rules and Regs, that's what this is based off on

Chairwoman P. Fejeran: Okay. So, I'd really, of course like the draft of the lease, maybe drawn up, like a real draft lease drawn up based on these comments and the Commercial Rules and Regs and the bill

Administrative Director: Well, if you could review them so that by the time the draft lease is presented, we would have the option to move as swiftly as you wanted to or make corrections, right. So we'll have it ready for you by the 18th if so desired and then you would have the opportunity at the next two weeks and look out, make notes, and then you could communicate the notes to me within the two weeks, we can have the draft lease included in the amendments or any thoughts we might have or your thoughts

Chairwoman P. Fejeran: Okay. Thank you. Okay, so the commission will review LC and the program coordinator's assessment. Okay so the Guam Raceway Federation lease agreement. Sorry remind me when again this has to be tied up. Completed?

Administrative Director: June 6 approximately; I would say 21 June because they initiated their first write-up as refusal on 21 December so that gives us six months from that time.

Chairwoman P. Fejeran: Okay so if we have a draft to look at April 18th

Administrative Director: Any they requested some time because of Smokin' Wheels. Okay so that gives us a little bit of a cushion.

Chairwoman P. Fejeran: Yeah, do they charge entrance into Smokin' Wheels?

Administrative Director: I'm sure they do

Chairwoman P. Fejeran: Can we just follow up with them because as the current law is written they have to pay us

Administrative Director: They haven't been very good to tell you the truth at the Participation Fee, they haven't been good at reiterating that to trust

Chairwoman P. Fejeran: Yeah. Well let's hold their feet to the fire and hold them accountable

Administrative Director: I think part of the issue to is that there's no requirement for them to let us know when they're having an event, so we don't know when the events occurring; that's self-reporting in my opinion; I had a previous lease and it was self-reporting; they don't report activities and then we don't have the watch dog. I live right next to the racetrack, I drive by it every day

Chairwoman P. Fejeran: You know when there's activity

Administrative Director: I know if there's activity

(inaudible mumbling in background)

Administrative Director: If you look closely, both of them, both Joey and Nick have really looked at that and said, that's a sore spot for us. So, we wanted to include that in the tenants of the lease, specifically the tenants of the lease

Legal Counsel Toft: The last one is kind of bare bones.

Chairwoman P. Fejeran: Yeah

Legal Counsel Toft: We definitely want that one to be accounted for.

Chairwoman P. Fejeran: Yeah, strengthen that. Plus, you know we heard from our beneficiaries that are on the residential waiting list, what are we doing giving away all this property for raceway, when we know that there's so many people that need residential properties. Okay. Thank you.

Moving on under Commercial Lease, Hawaiian Rock products. Esteemed gentlemen, thank you for patience. If you could state your name for the record.

Jerry Johnson: Hafa Adai Chairperson Fejeran and CHamoru Land Trust Commission and Administrative Administrative Director Hattig. I'm Jerry Johnson, President of Hawaiian Rock products and I have with me, Mr. Dan Swabeley who's a consultant for Hawaiian Rock products. I surely appreciate the short time to orientate you about an opportunity that could bring additional revenues to the Trust as well as additional homestead lots.

Lot 5412 in Mangilao is in the Trust inventory. This is the property better known as the basic lot which the new GPA, and GWA property is located on which is right here. This is the entire lot; it's about 100 acres. On this lot, we have proposed several years ago which I'll talk to do a mass grading of this entire lot to the trust. I tell you a lot of work in it, in the meantime this was given to GPA/GWA and also some homestead lots were given over on this boundary over here. This is a former quarry that from the 1960's that has been quarried down. This is basically a hillside, hills, ridges, and everything. Our company lease property is immediately next door, Hawaiian Rock Products; and Marianas Stone had done some work on the property next to the GPA/GWA building. Our original proposal is to graze the property up to the cliff line and preserve all the property down by the ocean as a preserve. We didn't feel; first of all, the quarry drops off quite a bit and we did not want to get into a situation where there's any erosion, any ocean erosion. So that was our proposal, like I said a portion of the property was previously quarried in the sixties and the eastern portion; the property is a good candidate for grading both for extract from it that we can use immediately next door and grade it in such a form that it can develop new residential lots and it would be some of the most beautiful lots on the island because if we take this cliff down, I mean it have an ocean view and very nice residential lots.

Hawaiian rock has been foreseeing this project with the Commission officially since February 2006. You know I did talk to the Administrative Director long before that, before we officially submitted a proposal but; at that time, we signed an agreement with the Trust to mass grade the upper and middle portions of the lot. We undertook topographical surveys, environmental, and archeological base line studies, engineering plans for the mass grading of those two areas and two lots for homesteads but actually we had two grading plans that the trust could choose which one of those grading plans they wanted to have. Only eight months later however in October of 2006 we learned thru KUAM broadcast that 16 acres of the upper and middle portion had been given to GPA/GWA for their new headquarters. Undeterred by this unilateral revision to our agreement, we revised the plan to severe by focusing on the remaining lot of 5412. We finished all those studies and plans by December of 2008 and negotiated a royal team for the limestone augur generated from the mass grading operations. In addition, during the surveying, environmental, archeological studies and engineering plans, Hawaiian Rock was paying a due diligence fee of five hundred dollars (\$500.00) a month to the trust and I think we paid that for about a year and a half, almost two years and until of course, things changed. During the first few months of 2009, the Commission was reviewing our full package of studies, plans, royalties, so that we could at last begin the project. Unfortunately for both the trust and for us, June 2009 the Legislature placed a moratorium on Commercial Leases by the Trust. We spent the next two years testifying on various bills dealing with the rules and regulations as well as general commercial leasing terms and conditions for the CHamoru Land Trust properties hoping to salvage our work in investment of over two

hundred thousand dollars (\$200k) already incurred by AHRP as a result of our agreement with the Trust in nearly three years of good faith negotiations. As you know we were denied. More than six (6) years later on November ninth two-thousand fifteen (2015), Governor Calvo signed Public Law 33-95 which is to establish the definitive process for Commercial Leasing of CHamoru Land Trust Properties during those intermediate years, however, and even recently as 2017, the trust has awarded new homestead properties on the upper and middle portions of Lot 5412 for the eroding opportunities for maximizing the number of homestead lots we could eventually provide after mass grading. And that's, I think it's right over in this area over here and you've given lots and I think GPA built like three houses for the people in those lots because they originally have been living right here and I think they've moved over to this location and then there's a couple; I don't know how many total, maybe ten (10) lots that have been given out on this property. Today Public Law 33-95 is allowed the land in these matters and Hawaiian RP is fully prepared to participate in that competitive bidding process for mass grading for Lot 5412. As we understand the law of commercial for a mineral extraction or in the case of 5412, mass grading linked to homestead subdivision is an allowable activity within Public Law 33-95 under the following conditions.

Lot 5412 must be specifically designated by the CLTC as part of the not to exceed 9% of the CLTC land inventory but is not required for leases to Native Chamorros for residential, subsistence agriculture therefore is available for commercial leasing. We ask that you make such a designation as soon as possible. In fact, however it is much that 5412 will be returned to the Trust in a landform that accommodates homestead residential lots. You may find that this provisional in the law is lute, of course such determination as the commission needs to make. CLTC must seeks specific approval for mineral extraction on a portion of Lot 5412 from the Guam Legislature. We ask that you proceed with this request for Legislature approval as soon as possible. After that, AHRP will submit an unsolicited proposal as authorized under PL 33-95 to mass grade a portion of Lot 5412 after which CLTC can proceed with issuing an RFP for a competitive bid solicitation as a competitive instillation with other qualified contractors invited to participate. As conclusion of bidding process and subsequent mass grading, the commission will earn significate revenue from the limestone mines from 5412 and in a few years reclaim that property in a landform that is already mass graded for homestead lots. We look forward to working with the Commission and Administrative Administrative Director Hattig on these responses. You have any questions? I'd be happy to answer them.

(pause in room)

I do have a history of all that we did make a copy for you because we can't; there's no senses in proceeding unless, you know, we have these four items considered.

Chairwoman P. Fejeran: I appreciate you coming before us, you know. I, this is really; I've sat on the Commission for three years already and this is the first time I heard there was this history for this property. I'm glad you're here today to offer us this; I guess just give us the history, because if this is the route we take, it does have to go thru the unsolicited proposal phase.

Jerry Johnson: We're not concerned about that because there's really limited access to the property. And so We can access it from the work we're doing over here and for

us it's an advantage because we can tie it in to the final grading plan of our existing property and the it doesn't show on the contours here, but, but we do have a contour map. And this his is an old quarry so it's got steep sides to it and so it wouldn't be good for residential lots. This is actually a hilly portion that we need to be graded down to make commercial lots, so our plan, we'd have to develop a new plan because we have to work around these existing lots here, would incorporate all of that not to destroy existing lots that you've already given away or maybe even help those, you know so, we had a young lady come to us that just was; and she couldn't even get to her lot. She actually asked to come thru here in order to get to the lot.

Administrative Director: Tammy Vawter?

Jerry Johnson – Yeah. Which we said no problem, just let us know so we aren't doing any blasting or anything that we do in our quarry. You know another thing I wanted to mention, there is a new piece of equipment that we're starting to use that could eliminate the drilling and blasting on the property. We're using that in our Saipan quarry over there. We bought one for Guam and they're using it on the Finegayan Marine Base to do the excavation there, so they don't drill and blast. And our intention is in the near future when we're working closer to where people live, we would limit the amount of blasting that we'd have to do. We probably have to do some to try and level some of the property here, but the major portion of it we would use that type of equipment to line, so it doesn't disturb the GPA/GWA building and it doesn't disturb the neighbors that are surrounding. So that's going to be the future of Guam. Pieces of property that people want to have graded and use this type of equipment so there's no, not as much dust, not as much noise, not as much cracks in your houses when drilling and blasting which we try and limit that, but stuff happens. And that's going to be the future on the island. The demand for aggregate (*type of mineral*) on this island over the next fifteen years is tremendous. This will not; this, this amount of aggregate on this land along with what we're taking off our property; I mean, we're only talking about three or four years and we can use that much aggregate in our business and we have other areas we have to look at to continue but when we first started this the economy was down and there weren't that many construction projects so we went to other properties which were smaller and managed some private properties, some are old property, you know to get at it for our business, but the future, not only us but other companies have a need for aggregate, to not only a military construction but all the development they want to do on Tumon Bay and the cliff line by two lovers leap and all of that commercial buildings. There's going to be a lot of construction and this is an advantage for the trust to get revenue

Chairwoman P. Fejeran: Right.

Jerry Johnson: And get some homestead lots. You know we worked along with the race way, I think over the last ten years, we did about 4 million tons of grading on that property and which the Trust, we pay the Trust a portion and racing association vendors and I think you had fairly good revenue from Hawaiian Rock back in those days

Chairwoman P. Fejeran: Right

Jerry Johnson: And is something we're; we can get back that revenue again. There's still more work to be done on the raceway, you know, to gain revenue from when you approve, you know, the meets there but this is one that you would get all the revenue. You wouldn't have to share it with the racing association.

Chairwoman P. Fejeran: We get all of it or you get a portion of it?

Jerry Johnson: Well, we would mind it and use it in our business. We're not going to sell, we're really not really in the business. We sell aggregate on the outside, but we need good quality rock to pave the roads on the island, supply concrete, and that's our core business. Selling rock is more what Smithbridge does, I heard, their core (inaudible); but we do, I mean we do sell some aggregate on the outside, but our main business is paving road and supplying concrete

Chairwoman P. Fejeran: Okay

Administrative Director: I just had a couple of concerns and when we spoke, I mentioned these concerns so they're not new. Number one on your list there on the 2nd page specifically designating CLTC as part of not to exceed 9%. This is a relatively large property. To designate it as part of our 9% will reduce our commercial opportunities and while I saw this an opportunity not for commercial leasing, this particular property, I saw it as services to be provided. So, I don't know why we would have to designate something to be commercial leasing if we're not going to lease it to them and that was never our intention during our discussion, it was an RFP for services. So that's one; I would ask Legal Counsel Toft to kind of provide some input here as to whether we were required as the assertion here is in order for them to comply with 33-95, whether we were required to do such a designation because like I said, any time we designate a large property to be a part of the 9%, we are reducing the commercial viability of all that property because 9% is 9% of whatever we got in our inventory. So that was my concern because the largeness of the property. And secondly, are we barred from mineral extraction at all on our property. I know that we're barred from it from it on the raceway lease on that property, so are we barred from mineral extraction on any property. You know that was my second consideration. Notwithstanding any other provisions of any other legislation that would come before us, right, so those are the two concerns that I have before the trust and I did discuss these concerns when we had our initial meeting with Mr. Johnson.

Legal Counsel Toft: So, to respond to that, first it would need to be designated however you could possibly subdivide it such that you're not putting the entire lot in there and that would affect the percentages way less.

Jerry Johnson: We would to include most of this down here and of course this. I think the balance is 40 acres, something like that.

Legal Counsel Toft: Oh, and then 2ndly with the race way that was specific as to the legislation passes with the raceway as far as their (inaudible). It would require both passage by CLTC and the Legislature for them to do any mineral extractions on that commercial lease. It would require extra (inaudible)

Chairwoman P. Fejeran: Is that part of the rules and regs

Legal Counsel Toft: That's part of the commercial rules and regs

Chairwoman P. Fejeran: Okay. I mean, you point out one that we're sitting on such valuable rock that can be used, be extracted for the greater good of Guam and then also it's a win, win, we're also going to get the land into a condition that home lots, homes that can be built, but

Jerry Johnson: To a grading plan you can approve.

Chairwoman P. Fejeran: Right, and then we would also earn revenue on the mineral

Jerry Johnson: Yes, and that would have to be negotiated the royalties too based upon, I guess market rates

Chairwoman P. Fejeran: Right, right. So, I know; you know it would; I think this is a good first discussion and that the commission can take it to advisement, you know we just went thru a three-hour long working session and looking at our Public Law and how we do residential leasing and if nothing was clear, it's just that we have so many people are waiting; we need to get people on to properties that they can build homes on. So, I think this can be a win, win, but we have to be careful and deliver it and make sure that the commission is making the right decision every time (cough in background-inaudible).

Jerry Johnson: Okay. You brought something I wasn't aware of, I knew originally in the Guam Raceway, they had no quarry or removing of aggregate. I don't know how they're going to build their race way unless that's allowed

Chairwoman P. Fejeran: I know, I know

Jerry Johnson: Because that's the way we got it so far as it has is, we did the work for them with the understanding that, that we pay for the

Legal Counsel Toft: I think it's the fact that they were not allowed to remove it from the premises, so no sale that they were; I don't think it was necessarily that they weren't allowed to grade it

Administrative Director: Extract it

Legal Counsel Toft: No extraction. I mean, no extraction

Administrative Director: No extraction

Jerry Johnson: No one is going to do that for them unless you know, we can use it

Chairwoman P. Fejeran: I mean yeah, that was built into the law, that was legislature's doing. So, I was actually very surprised that the raceway is still going forward in trying to do this

Jerry Johnson: Right

Chairwoman P. Fejeran: This was built into the law

Jerry Johnson: That's unfortunate

Chairwoman P. Fejeran: So, our hands are tied; I'd be curious you know when we go back to the race way what their plans are

Administrative Director: Right. Right.

Chairwoman P. Fejeran: In light of that

Administrative Director: I want to thank Hawaiian Rock for their continued negotiations in good faith. This has been a long journey but certainly they were very, very cooperative when they came forward in providing information and the history of it, but just from my staff and myself, thank you so much for engaging with us.

Jerry Johnson: Thank you.

Chairwoman P. Fejeran: Thank you, thank you. I feel the sentiments. Thank you.

Hawaiian Rock Representatives: Thank you

Chairwoman P. Fejeran: Okay, the next item on the agenda is DISID. Did we have; I don't think we; Oh my gosh it's after five.

Administrative Director: Well, those were just oral, those were all oral reports because they have requested some information regarding the property across from JFK. So that's just about, about

Chairwoman P. Fejeran: Uh huh, uh huh, can we table this?

Administrative Director: So, that one I can provide you. And then Global Recycling, Madam Chair is something, they're not currently doing anything, they're not; they only have a lease agreement, they're not paying anything

Chairwoman P. Fejeran: Okay

Administrative Director: So, you, at the very beginning you asked me to take a look into these properties, and so

Chairwoman P. Fejeran: Yes

Administrative Director: So, I'll provide notes on those. And the last one is the Yigo mayor, if you could take a look at his proposal and decide what you'd like to ask questions on, but he wants to take some of that property that's out by the Yigo gym because the bus people

Chairwoman P. Fejeran: And this is one that we've identified as our commercial leasing

Administrative Director: Right. And I would like to let you know officially that the Governor is also looking at identifying lands for a transitional homeless center in Yigo and its on that same property in Yigo that the Mayor is asking for

Chairwoman P. Fejeran: Okay. Well, I want to remind the Commission that we already transferred property outside of our inventory to the Yigo mayor's office and that was the Block 7, Lot 9 at Tun Enrique Rosario St. and what is it, this one; is that this one in the; this is their master plan for that. Well I'm glad he's showing us that they're making progress there. It's my opinion that we've identified this property that he's asking for now, Lot 7055, Tract 154; we've already identified this as for commercial properties, it's already gone thru the whole process, I'm not prepared to pull it back and transfer it to the Yigo mayor. Does the commission feel the same? I think he needs an answer. Its been several months since he's reached us. Oh, just a minute.

Administrative Director: The first request was in February when I first came on board about the same time.

Commissioner S. Tehcaira: Is this what he wanted

Chairwoman P. Fejeran: This is an additional; he wants this huge property for his farmer's market and the reserve for future use. Like is said, we identified this tract as for commercial properties. We just made a motion today to engage with GEDA for that same property. So, no.

Administrative Director: I think by virtue of the package already with GEDA who did it, GEDA will automatically send it

Chairwoman P. Fejeran: So, we're not entertaining that, based on that. Okay. Thank you. The financial FY2020 budget.

Administrative Director: This is going to go in. I'm still trying to find room for that Land Administrator position, but this is what's going to go in, the bare bones budget. If you take a look at the very first budget page, which is, the one with the blue highlight, the very first budgets spreadsheet, is \$1,047,832.00 for FY20, that's what is being proposed. And then some of the budget breakdowns can be located two pages before, sorry, a few pages before that so that you can review it for yourself.

Chairwoman P. Fejeran: When you; you said you're submitting this on Monday. But it's just the start of putting it together right; there's still going to be time for; will the commission still have time to review this and make a revision that would be sent to the front office

Administrative Director: Well, you can make revisions but the Governor's budget ceiling stays at the Governor's budget ceiling on that one. That's what BBMR will allow because that's staying within our revenue generation capability. It's more of informing you with of our intention because we're not going to be able to move necessarily up or down; I've already engaged them to move up for our Supervision responsibility

Chairwoman P. Fejeran: Right, I guess not so much moving the number up and down but allocating it. We can allocate differently.

Administrative Director: Correct, correlating in between.

Chairwoman P. Fejeran: We can move those; allocate differently if we needed to

Administrative Director: Sure, sure. If you look at Schedule B, that's really the one you probably want to take a look at because it has contractual obligations. So that's the one you really want to take a look at. It has the stipends for you guys, it has the office supplies and fuel; it has legal services, audit services, advertisements, property tax, QuickBooks renewal, copier services, even the additional telephone services because we're separating. Joey really took a lot of time and effort and unfortunately he's taking his mom on medical trip off island, so he's leaving tonight that's why he's not here but please review it and see within that but it's going in on Monday as proposed unless we can find some room for that Land Administrator and that's the only thing that I'm asking for and it's not here but borrowing anything; if BBMR comes back and tells us, "no" we can't then no we can't and we're still going to be under the supervision of DLM which I don't know if that jives with what the Maga'haga wants and what the commission is looking for. Okay?

Chairwoman P. Fejeran: Alright, thank you, so I think we should revisit this too, next time. Should we, April 18th? Or no?

Administrative Director: The budget's going to be; the Governor is going to make her state of the island on the 11th

Chairwoman P. Fejeran: Okay

Administrative Director: And she's going to submit the budget right after

Commissioner A. Dueans: Okay

Chairwoman P. Fejeran: Alright

Administrative Director: So, that's the timeline we have with you if you want to take a look at; I tried to bring it forward in the previous meeting and obviously we were, it just didn't happen so I've been trying in every turn to push it in front of the commission but you know

Chairwoman P. Fejeran: Okay. Thank you for that. Looks like a lot of work was taken, as with every time we meet; there's a lot of work that's been done

Tina Jocson: Ma'am, I just have a question.

Chairwoman P. Fejeran: Yes, Tina

Tina Jocson: Old Business, Administrative Director's Report, that is tabled for April 18th, correct?

Commissioner S. Techaira: No, it's just a report of our leases

Chairwoman P. Fejeran: No, I don't think; just a pre-moratorium leases

Tina Jocson: So not the Administrative Director's Report, that's not tabled?

Commissioner A. Duenas: *(Inaudible response)*

Chairwoman P. Fejeran: I think it's just a summary report

Tina Jocson: An FYI information?

Chairwoman P. Fejeran: I don't know, it's kind of weird when it's in Old Business. I think that should be under Administrative Matters or something or even just a Administrative Director's report

Commissioner A. Duenas: Yeah

Administrative Director: Only, because I continually give one every month that's the reason why it's under Old Business, it's not something new, it's something that reoccurs over time.

Tina Jocson: So, we'll have just like your own, subject line, like this right, agenda *(inaudible due to talking over one another)*

Chairwoman P. Fejeran: Administrative Director's report; I mean

Administrative Director: Sure

Chairwoman P. Fejeran: Yeah, let's do that. That way it's clear; it's a new Administrative Director's report, right. Okay. Commissioner's Comments?

Commissioner S. Techaira: *(inaudible conversation)*

Chairwoman P. Fejeran: No, it's going in as is.

Commissioner A. Duenas: Do any changes to this need a motion?

Chairwoman P. Fejeran: We never really actually approved this anyway, so no?

Administrative Director: The budget has always been handled administratively, because this is a commission that does not deal with the...*(inaudible)*

Chairwoman P. Fejeran: But I think that the act does say that the commission manages the budget

Commissioner A. Duenas: If the motion hasn't been made, then maybe we can provide comments; in the coming days

Administrative Director: Of course

Chairwoman P. Fejeran: Okay

Administrative Director: That's fine

Tina Jocson: How about for the Yigo lots, there's no motion?

Chairwoman P. Fejeran: No, we did not decide this

Tina Jocson: You just decided not to move on with it?

Commissioner A. Duenas: Do we need a motion to deny it?

Chairwoman P. Fejeran: No, I don't think we do need a motion

Commissioner A. Duenas: Okay

Administrative Director: I can just inform the mayor that the Commission has taken it under request has denied your request. And no motion then it's going to be...

Chairwoman P. Fejeran: Okay, Commissioner comments. So, Shawntel Techaira, Miss Commissioner, when is your, when do you expire?

Commissioner S. Techaira: On the 9th of this month

Chairwoman P. Fejeran: Oh, so that's next week. So, does that mean that you're; will you be...

Commissioner S. Techaira: Doesn't that mean that I can't attend?

Administrative Director: No. Actually no, you actually ninety days. Correct me if I'm wrong.

Legal Counsel Toft: There's some weird thing in there that constitutes Legislative

Commissioner S. Techaira: That will great then we'll just me over before the ninety

Chairwoman P. Fejeran: Would you be interested in renewing your term?

Commissioner S. Techaira: My only thing is that I may be potentially leaving off island

Chairwoman P. Fejeran: So, you haven't decided on that yet

Commissioner S. Techaira: It will be as soon as June. June or July.

Chairwoman P. Fejeran: Oh, so we'll go for the ninety days. Should we; I guess I'm asking do we look for your replacement

Commissioner S. Techaira: Let me try to finalize some things

Chairwoman P. Fejeran: Okay

Commissioner S. Techaira: There's some stuff I'm working on timelines

Chairwoman P. Fejeran: Okay, good

Commissioner S. Techaira: It's a little too early for me to answer

Chairwoman P. Fejeran: Decision coming then

Commissioner S. Techaira: Just initially we were looking at September right, but it's probably going to be pushed up, but I don't know for sure yet. Perhaps because I'm leaving; I'll physically be off island before the fiscal year's up, so...

Administrative Director: I'll need to inform the Governor of your decision or you know, what's currently going on at least

Commissioner S. Techaira: I mean, I just don't want to renew and take up space that you could be using for someone that's going to be a full three and then put me out and replace me again and go thru that, so what's the best course of action

Chairwoman P. Fejeran: Maybe we allow you the ninety days to decide if you're moving or not and then based on that decision, we'll decide.

Commissioner S. Techaira: Is it ninety days after the date? After April 9 that's when the ninety days start?

Administrative Director: You said by June, because that's falls way within the ninety days, so that's fine

Commissioner S. Techaira: The latter part of this month of June; I'm sorry, I mean May

Administrative Director: Okay, that's fine.

Commissioner S. Techaira: We're just working on some things, so I can't really...(inaudible)

Chairwoman P. Fejeran: Okay. Commissioner Comments, I still didn't get the Administrative Director's Abstract or action items from the last

Administrative Director: From the 7th is it or what is it the 21st

Chairwoman P. Fejeran: Yeah

Administrative Director: Yeah, she just started, you just started today, so it will be sent to you

Chairwoman P. Fejeran: I'm sorry Tina, I'm sorry Tina

Administrative Director: The Legal Counsel said you're allowed to vote by email, it will be sent to you today, and I did stress that we will go over the procedure for it because it's relatively new. The minute that the board meeting ends, we go back to our workstations and we email that to the board before we leave for the day. That's actually a part of the process.

Chairwoman P. Fejeran: That's it? Okay.

Administrative Director: Yeah, so that way it gets to you the day of.

Chairwoman P. Fejeran: Okay, today also?

Administrative Director: So, you should be receiving one for today's actions as well.

Chairwoman P. Fejeran: Okay, I appreciate that.

Administrative Director: Thank you. Let's go back to the office Tina.

Chairwoman P. Fejeran: Next meeting is; so, we'll try and adjourn at 5pm every time. Next meeting is Thursday, April 18th everybody. I need a motion to adjourn.

Commissioner A. Duenas: Motion to adjourn.

Chairwoman P. Fejeran: We are adjourned.

Commissioner A. Santos: I second it.

Chairwoman P. Fejeran: Thank you everybody.

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Kumision Inangokkon Tåno' Chamoru
(Chamoru Land Trust Commission)

New Business

1. Constituent Matters
2. CLTC Infrastructure Plan

CHAMORU LAND TRUST COMMISSION
Board of Commissioners Meeting

JOSEPH TERLAJE CRUZ

1. FACTS

- a. **Location:** A portion of L10122 Dededo, along Flores Rosa Street
- b. **Lot Size/Lease Type:** N/A
- c. **Lease Instrument Number and Signing Date:** N/A
- d. **Surveyed:** N/A
- e. **Complaint/Issue:** Request for Agriculture Lease issuance

2. CHRONOLOGICAL FACTS

- a. **Pre-occupier:** Yes, 764 Swamp Rd Astumbo Dededo
- b. **LUP:** #3823
- c. **Priority:** 1
- d. **Applicant's Date and Time:** April 3, 2000 at 3:14PM
- e. **Application Number:** 05326
- f. **June 10, 2015** – Mayor's Verification submitted indicating occupancy since August 2001
- g. **May 6, 2019** – Came in requesting for UT for water; water bill in file for reference
- h. **May 16, 2019** – Appeared before the board requesting for UT for water (Action and Summary report from May 16, 2019 in file for reference)

3. FINDINGS

- Mayor's verification indicates time of occupancy started August 2001 to present (submitted 2015)
- No site inspection has been conducted since June 2015 when he came to office for a follow up
- CLTC Staff recommend for Board's review to determine issuance of Agriculture Lease status of Joseph Terlaje Cruz

4. FOLLOW-ON ACTION

- CLTC to conduct site inspection on property to identify occupancy

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting

TOMASA TAIMANGLO TRELTAS

1. FACTS

- a. **Location:** Portion of Lot 10141-R15, Dededo
- b. **Lot Size/Lease Type:** N/A
- c. **Lease Instrument Number and Signing Date:** NONE
- d. **Surveyed:** Pending scheme
- e. **Complaint/Issue:** Applicant is requesting for authorization of utilities (water and power). Applicant is claiming pre-occupancy status thru her father (Robert SN Treltas) ref: mayor verification dated June 24, 2002.

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** December 7, 1995 at 2:24 PM
- b. **Application Number:** 0001572
- c. **Residential interview dated October 02, 2002**
- d. **Change form dated August 06, 2002**
- e. **Site inspection dated November 04, 2002**
- f. **Relinquishment letter dated October 31, 2014**
- g. **Beneficiary application dated October 31, 2014**
- h. **Death Certificate – November 21, 2014 (Robert SN Treltas)**
- i. **Site inspection dated December 17, 2014**

3. FINDINGS

Current applicant, Tomasa Taimanglo Treltas is requesting for authorization of utilities. Conducted site inspection for GPS reference. Applicant is identified within Lot 10141-R15, Dededo. Pending mayor certification and upon approval of application (processing), subject lot must be schemed by survey division.

4. FOLLOW-ON ACTION

Application approval, survey scheme, authorization of utilities, survey authorization, lease.

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

ANGELA FLORES WEGER

1. FACTS:

- a. **Location:** Lot 1 Block 15 Tract 11405 Dededo
- b. **Lot Size / Lease Type:** 1,858+/- square meters Residential Lease
- c. **Lease Instrument Number:** Lease in file not reorded
- d. **Complaint/Issue:** Need Addendum to correct the Lot description to read the recorded map Lot 1 Block 15 Tract 11405 Dededo

2. CHRONOLOGICAL FACTS:

- a. **Application Date and Time:** December 2, 1995 Time: 10:51 AM
- b. **Application Number:** 000243
- c. **Interviewed on** Sept. 2, 1997
- d. **Survey authorization issued on** March 6, 2015 2nd SA July 8, 2015 3rd SA Oct 7, 2015. Survey was completed by Raymond Cruz Doc# 884204 dated October 7, 2015

3. RECOMMENDATION

Motion to approve for a Residential Lease Issuance to read recorded map for Lot 1, Block 15 Tract 11405 Dededo for Angela Flores Weger.

Kumision Inangokkon Tåno' Chamoru
(Chamoru Land Trust Commission)

Old Business

1. Administrative Matters
 - a. Pre-Moratorium Lease List
 - b. UOG Hatchery
 - c. Guam Raceway
 - d. Former Land for Landless Properties: Ready for Leasing

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting

GREGORY Q. AGUON

1. FACTS:

- a. **Location:** Tract 18113, Block 8, Lot 15 Mangilao
- b. **Lot Size / Lease Type:** 2,365 +/- square meters, Agriculture applicant
- c. **Lease Instrument Number:** N/A
- d. **Field Description:** Located behind the old Kenny's Café in Mangilao
- e. **Complaint:** *Request by Felix S. Muna to be recognized as pre-occupier of lot occupied by applicant.*

2. CHRONOLOGICAL FACTS:

- a. **Application Date and Time:** **January 27, 2006 at 9:27am (did not indicate on application that he was a preoccupier to subject lot)**
- b. **Application Number:** **6430**
- c. Applicant submitted Mayor's Verification from Mangilao Mayor indicating that "A" has been occupying since 1997. Dated 07/14/2008.
- d. Applicant was interviewed by CLTC Staff. Dated 07/14/2008
- e. Inspection report indicating no farm activity and occupying lot with other siblings; 4 houses are on the property; inspection report done by Sean Aldan and Joffre Aguon. Dated 06/15/2013
- f. Applicant submitted a Mayor's Verification from Mangilao Mayor indicating that "A" was occupying #312-A Kinny's Dr. Dated 07/25/2015
- g. Applicant submitted Mayor's Verification from Mangilao Mayor indicating that "A" has been occupying since 1995. Dated 07/29/2015
- h. Applicant completed a Change Form updating his contact numbers and provided the following comments. Dated 10/19/15
"Applied dated 10/9/95 I am not occupying land. I didn't really understand what it meant I thought it was asking if I had papers for that land but I am a pre-occupier on #312A-Kenney's drive since 1995 (see certification)"
- i. Inspection conducted to GPS the existing structures on the lot for preparation of the proposed scheme. Dated 11/30/2015
- j. Inspection conducted due to utility request by applicant. Dated 08/30/2016

3. RECOMMENDATIONS:

Based on PL23-38, Section 6.4, "A" is a 1995 applicant occupying as a pre-occupier based on his submitted Mayor's Verifications

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

JOHN PATRICK AGUON

1. FACTS

- a. **Location:** Lot 15, Block3REM, Tract 100C, Dededo
- b. **Lot Size/Lease Type:** 1,872+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 3/21/2018
- d. **Applicants Signing Date:** 4/18/2018

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/5/1995 at 2:15 PM
 - i. **Application Number:** 1303
 - ii. **Pre-Occupier:** No
 - iii. **LUP:** No
 - iv. **Qualified:** Yes
 - v. **Priority:** 1
- b. August 27, 1997, Applicant was interviewed and named a beneficiary.
- c. August 28, 2008, Ground Lease was issued for a portion of Lot 10171-9, Dededo, containing an area of not more than .50 acres; signed by AD, CLTC, Joseph M. Borja and Applicant.
- d. September 17, 2015, CLTC Staff conducted research into Lot 10171-9, Dededo and found that the lot was issued to another applicant. Applicant was advised that we may have to relocate him to another lot.
- e. January 26, 2018, Scheme No. M05-S035 for Lot 15, Block 3REM, Tract 100C, Dededo
- f. March 21, 2018, Termination of Lease for a portion of Lot 10171-9, Dededo containing an area of note more than .50 acre; signed by AD, CLTC, Michael Borja and Applicant.
- g. March 21, 2018, Ground Lease for lot 15, Block 3REM, Tract 100C, Dededo for 1,872+/- square meters; signed by AD, CLTC, Michael Borja.
- h. April 18, 2018, Ground Lease for lot 15, Block 3REM, Tract 100C, Dededo for 1,872+/- square meters; signed by applicant.
- i. April 18, 2018, 60 Day Survey Authorization for Lot 15, Block 3REM, Tract 100C, Dededo, containing an area of 1,872± square meters.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

BERTHA BENAVENTE ALDAN

1. FACTS:

- a. **Location:** Lot 4, Block 19, Tract 10316, Municipality of Dededo
- b. **Lot Size / Lease Type:** 2,023 +/- sq.m., Residential
- c. **Lease Instrument No.** NA
Signing Date: 1/30/2018

Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES*
TRANSFER OF APPLICATION RIGHTS

2. CHRONOLOGICAL FACTS:

a. **TRANSFEROR APPLICANT: Norman Castro Aldan**

- i. Application Date and Time: December 2, 1995, 11:30 am
- ii. Application Number: 0000258
- iii. Application Type: Residential
- iv. Priority: 1
- v. Pre-Occupier: No
- vi. Qualified: Pending

TRANSFeree APPLICANT: Bertha Benavente Aldan

- i. Application Date and Time: July 14, 2009, NA
- ii. Application Number: NA
- iii. Application Type: Residential
- iv. Priority: 1
- v. Pre-Occupier: No
- vi. Qualified: Yes

- b. June 17, 1997, CLTC conducted a Residential Interview with Norman Castro Aldan, designating Bertha Ann Benavente Aldan, wife as his beneficiary; interview report indicates under NOTES/COMMENTS:

"Applicant need to bring in grandparents B/C!"
LEGAL COUNSELS ADVISE

- c. October 28, 1997, Letter from Senator Angel L.G. Santos to CLTC Administrative Director Joseph M. Borja, regarding Norman Castro Aldan and Bertha Benavente Aldan.
- d. October 29, 1997, Letter from F. Radall Cunliffe to CLTC Administrative Director Joseph M. Borja, regarding Legal Opinion, Transfer of Application Rights of Norman Castro Aldan.
- e. November 7, 1997, Memo from CLTC Administrative Director Joseph M. Borja to Legal Counsel, Randall Cunliffe requesting Legal Opinion on the review of a letter from Senator Angel Santos regarding the application of Norman Castro Aldan.
- f. November 24, 1997, Letter from F. Radall Cunliffe to CLTC Administrative Director Joseph M. Borja, regarding Legal Opinion, Application Rights of Norman Castro Aldan;

- g. September 27, 2007, Letter from Norman Castro Aldan to CLTC requesting to transfer his application rights to his wife, Bertha Ann Benavente Aldan.
- h. January 17, 2009, Information Status Sheet Comments indicate the following: "A's" wife Bertha B. Aldan will take over application rights of "A" does not qualify. After Application is submitted, she needs to be interviewed. Documents are submitted by Bertha Aldan"
- i. October 10, 2014, Information Status Sheet comments indicate that the database be updated transferring application rights to Bertha Aldan.
- j. January 30, 2018, Residential Lease executed between CLTC Administrative Director, Michael J.B. Borja and Bertha Benavente Aldan for Lot 4, Block 19, Tract 10316, Dededo , containing an area of 2,023± square meters.
- k. May 9, 2019, CLTC Staff conducted an inspection and found the following:
 - a. Wood and tin structure occupied by the Aldan's
 - b. Water and power within 100 feet of the property
 - c. Maintained by Lessee
- l. May 13, 2019, received an email response from Wai Yi Ma, MA,MLS, MARC Librarian/Assistant Professor.

3. FINDINGS:

Our findings indicate that the transfer of application rights to Bertha Benavente Aldan, was a violation of PL 23-38, Section 5.8. Further research was conducted into the documents provided by University of Guam, MARC and found that Original Applicant, Norman Castro Aldan's ancestors were residents of Guam, prior to August 1, 1950, which may qualify Mr. Aldan as a Native Chamorro.

If the above findings obtain the Commission's approval, the following is hereby recommended:

Motion to revert the CLTC Residential Application back to the Original Applicant, NORMAN CASTRO ALDAN and approve the Residential Lease for Lot 4, Block 19, Tract 10316, Dededo, containing an area of 2,023± square meters in his name.

4. FOLLOW-UP ACTIONS

Contact applicant to advise on Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

DAVID CONCEPCION BABAUTA

1. FACTS

- a. **Location:** Lot 6, Block 2, Tract 1722, Mangilao
- b. **Lot Size:** 1,981+/- square meters **Lease Type:** Residential
- c. **Administrative Director, CLTC Signing Date:** 2/26/2018
- d. **Applicants Signing Date:** NA

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/2/1995 at 12:41 PM
 - i. **Application Number:** 406
 - ii. **Pre-Occupier:** No
 - iii. **LUP:** No
 - iv. **Qualified:** Yes
 - v. **Priority:** 1
- b. June 18, 1997, Applicant was interviewed and named a beneficiary.
- c. August 22, 2003, Residential Lease for Lot 6, Block 27, Tract 9210 (Phase II), Yigo was signed by AD, CLTC, Joseph M. Borja; NOT SIGNED BY APPLICANT
- d. November 23, 2012, Applicant requested to be relocated from Yigo to Dededo.
- e. August 7, 2015, Applicant met with the Deputy Director, David Camacho regarding his request to relocate.
- f. September 9, 2015, CLTC Staff conducted a lot showing of a portion of Tract 1722, block 2, Lot 7, Mangilao.
- g. February 10, 2017, DLM prepared Scheme No. M07-012 for Lot 6, Block 2, Tract 1722, Mangilao, containing an area of 1,981+/- square meters.
- h. May 4, 2017, Residential Lease and Survey Authorization issued for Lot 7, Block 2, Tract 1722, Mangilao; signed by the AD, CLTC, Michael J.B. Borja.
- i. January 31, 2018, CLTC Staff requested to reprint the Residential Lease to correct the lot description to read: Lot 6, Block 2, Tract 1722, Mangilao.

- i. February 23, 2018, Residential Lease and Survey Authorization for Lot 6, Block 2, Tract 1722, Mangilao, was signed by the AD, CLTC Michael J.B. Borja.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

JOSEPH PEREZ BABAUTA

1. FACTS

- a. **Location: Lot 5382-13-2, Barrigada**
- b. **Lot Size/Lease Type: 1,911+/- square meters**
- c. **Administrative Director, CLTC Signing Date: 2/27/2018**
- d. **Applicants Signing Date: NA**

**Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995**

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time: 12/2/1995 at 4:15 PM**
 - i. **Application Number: 640**
 - ii. **Pre-Occupier: No**
 - iii. **LUP: No**
 - iv. **Qualified: Yes**
 - v. **Priority: 2**
- b. May 13, 1997, Applicant was interviewed and named a beneficiary.
- c. June 2, 2004, Survey Authorization was issued for a portion of Lot 5402, Mangilao, of not more than .50 acres.
- d. June 3, 2004, NOIA, Agriculture Ground Lease, was issued for a portion of Lot 5402, Mangilao, containing an area of not more than .50 acres, subject to a final survey, DLM approval and recordation.
- e. February 26, 2016, DLM prepared a Proposed Lot Scheme M04-002 for Lot 5382-13-2, Mangilao, approved by the AD, CLTC Michael JB Borja.
- f. February 26, 2018, 1st Decline of Municipality Award for Lot 5402, Mangilao was prepared for applicant and issued Lot 5382-13-2, Mangilao (NOT SIGNED BY APP)
- g. February 26, 2018, Survey Authorization was prepared for Lot 5382-13-2, Mangilao, containing an area of not more than 1,911± square meters (NOT PICKED UP BY APP)
- h. February 27, 2018, Ground Lease for Lot 5382-13-2, containing an area of not more than 1,911± square meters, signed by AD, CLTC Michael JB Borja.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

AGUSTO S. CASTRO

1. FACTS

- a. **Location:** Lot 15, Block 6-NEW, Tract 1022, Dededo
- b. **Lot Size/Lease Type:** 1,794+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 3/30/2018
- d. **Applicants Signing Date:** NA

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/2/1995 at 2:36 PM
 - i. **Application Number:** 583
 - ii. **Pre-Occupier:** No
 - ii. **LUP:** No
 - iv. **Qualified:** Yes
 - v. **Priority:** 1
- b. July 8, 1997, Applicant was interviewed and named a beneficiary.
- c. December 11, 2003, Residential Lease prepared for a portion of Lot 10125-11, Dededo, containing an area of not more than .50 acres, signed by AD, CLTC, Joseph M. Borja and not the applicant.
- d. December 5, 2016, Applicant submitted a notarized document indicating that he is unable to locate the original lease dated December 11, 2003 for a portion of Lot 10125-11, Dededo.
- e. December 20, 2016, 1st Decline of Municipality Award of a portion of Lot 10125-11, Dededo for Lot 15, Block 6-NEW, Tract 1022, Dededo, signed by Applicant.
- f. December 15, 2016, DLM prepared Scheme No. M05-025 for Lot 15, Block 6-NEW, Tract 1022, Dededo.
- g. December 20, 2016, Survey Authorization issued for Lot 15, Block 6-NEW, Tract 1022, Dededo, not more than 1,794± square meters.
- h. February 8, 2017, Renewal of Survey Authorization was issued for Lot 15, Block 6-NEW, Tract 1022, Dededo, not more than 1,794± square meters

- i. March 30, 2018, Residential Lease was prepared for Lot 15, Block 6-NEW, Tract 1022, Dededo; signed by the AD, CLTC, Michael J.B. Borja; not signed by applicant.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

KEITH LUJAN CAMACHO

1. FACTS

- a. **Location:** Lot 7160-32, Yigo
- b. **Lot Size/Lease Type:** 2,021+/- square meters
- c. **Administrative Director, CLTC Signing Date:** NA
- d. **Applicants Signing Date:** April 6, 2017

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/5/1995 at 9:56 AM
 - i. **Application Number:** 661
 - ii. **Priority:** 1
 - iii. **Pre-Occupier:** No
 - iv. **LUP:** No
 - v. **Qualified:** Yes
- b. October 30, 2006 Applicant was interviewed and qualified applicant as a Native Chamorro and named a beneficiary.
- c. October 31, 2006, NOIA was issued for a portion of Lot 7160, Yigo containing an area of not more than .50 acres, subject to a final survey, DLM approval and recordation.
- d. UNKNOWN DATE, a Check Print for Lot 7160-146 (nda: Lot 7160-132) was submitted to CLTC, prepared by Robert R. Ventura, PLS No. 54, Not approved.
- e. April 12, 2017, Residential Lease was prepared for Lot 7160-132, Yigo, containing an area of 2,021± square meters

B. FINDINGS

Residential Lease recommended for approval, applicant has fulfilled the requirements of the NOIA. Pending review and determination by the Board.

C. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

DOREEN BENNETTE CRUZ

1. FACTS:

- a. Location: L10123-3-13 Dededo
- b. Lot Size / Lease Type: 1,858± sq.m.
- c. Lease Instrument Number: N/A
- d. Surveyed: 306FY2018
- e. Complaint/Issue: Pending Residential Issuance – part of Premoratorium

2. CHRONOLOGICAL FACTS:

- a. Pre-occupier: No
- b. Priority: 1
- c. LUP: N/A
- d. Application Date and Time: December 4, 1995 at 12:35PM
- e. Application Number:0001004
- f. April 10, 2018 – Survey Authorization issued for L10123-3-13 Dededo for 1,858± sq.m.
- g. May 24, 2018 – Crossed out Administrative Director Michael Borja's signature on lease signed September 20, 2017 as per Director
- h. March 14, 2019 – Survey map recorded with DLM under Map Doc No 932593, 306FY2018

3. FINDINGS

CLTC Staff recommend for Board's review to determine status of Doreen Bennette Cruz

4. FOLLOW-ON ACTIONS

Follow thru with recordation of Lease with Department of Land Management

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

MARILYN A. DUENAS

1. FACTS:

- a. **Location:** T10121 B10 L5-1 Yigo
- b. **Lot Size / Lease Type:** 2,023+/- sq.m.
- c. **Lease Instrument Number:** N/A
- d. **Complaint/Issue:** *Pending Residential Lease issuance*

2. CHRONOLOGICAL FACTS:

- a. **Pre-occupier:** No
- b. **LUP:** N/A
- c. **Original Application Date and Time:** December 2, 1995 at 4:36PM
- d. **Application Number:** 000778
- e. **Priority:** 1
- f. March 7, 2018 - CLT conducted a Residential Interview Report
- g. April 19, 2018 - Survey Authorization issued for T10121, B10, L5-1 Yigo for 2,023+/- sq.m.
- h. April 19, 2018 - Special Power of Attorney appointing David Ralph Duenas recorded at DLM under Ins. No. 920717
- i. May 24, 2018 - Crossed out Administrative Director Michael Borja's signature on lease signed April 11, 2018

3. FINDINGS:

Motion to approve Residential Lease issuance for Marilyn A. Duenas under T10121, B10, L5-1 Yigo for 2,023+/- sq.m., subject to survey.

4. FOLLOW-ON ACTION:

Follow thru with survey completion and issuance of an Addendum Lease upon survey completion

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

CHERYLYNN TUDELA EAY

1. FACTS:

- a. **Location:** Lot 16, Block 3REM, Tract 100C, Dededo
- b. **Lot Size/Lease Type:** 1,944+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 4/30/2018
- d. **Applicants Signing Date:** 5/4/2018

**Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES
TRANSFER OF APPLICATION RIGHTS***

2. CHRONOLOGICAL FACTS:

- a. **TRANSFEROR APPLICANT: Isaias Tenorio Eay**
 - i. Application Date and Time: December 6, 1995, 12:19 PM
 - ii. Application Number: 0001467
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes

- b. **TRANSFeree APPLICANT: Cherylynn Tudela Eay**
 - i. Application Date and Time: March 1, 2018
 - ii. Application Number: NA
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes

- c. September 26, 2017, Applicant, Isaias Tenorio Eay, requested to transfer his application rights to his niece, Cherylynn Tudela Eay.

- d. January 25, 2018, DLM prepared Scheme No. M05-S035 (Revised), for Lot 16, Block 3REM, Tract 100C, Dededo.

- e. March 1, 2018, Cherylynn Tudela Eay was interviewed and named a beneficiary.

- f. April 4, 2018, Request to transfer application rights to Cherylynn Tudela Eay, approved by David Camacho.

- g. April 30, 2018, Residential Lease issued for Lot 16, Block 3REM, Tract 100C, Dededo, containing an area of 1,944± square meters; signed by AD, CLTC, Michael J.B. Borja.

3. FINDINGS:

Transfer of Application Rights from Isais Tenorio Eay to his niece, Cherylynn Tudela Eay, is not in accordance with PL 23-38, Section 5.8. Therefore, the Agriculture Lease executed is Null and Void.

Recommendation is for Cherylynn Tudela Eay to relinquish the application back to Isais Eay and approve the issuance of a Residential Lease for Lot 16, Block 3REM, Tract 100C, Dededo to Isais Tenorio Eay.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

PETER CRUZ EUSTAQUIO

1. FACTS:

- a. **Location:** Lot 16, Block 3, Tract 15344, Mangilao
- b. **Lot Size/Lease Type:** 1,951+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 6/29//2016
- d. **Applicants Signing Date:** NA

Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS:

- a. **ORIGINAL APPLICANT: Peter Cruz Eustaquio**
 - i. Application Date and Time: December 2, 1995, 11:55 AM
 - ii. Application Number: 0000234
 - iii. Application Type: Agriculture
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes
- b. July 31, 2013, 60 Day Survey Authorization was issued for a portion of Lot14R16, Tract 15344, Mangilao, not more than .50 acres..
- c. July 31, 2013, Applicant requested to change his Application Type from Residential to Agriculture.
- d. August 1, 2013, Request to Change Application Type from Residential to was APPROVED by David Camacho.
- e. July 25, 2014, Survey Map for Lot 16, Block 3, Tract 15344, Mangilao was recorded under Instrument No. 867642.
- f. May 5, 2015, Applicant was interviewed by CLTC Staff.
- g. June 29, 2016, Agriculture Lease was issued for Lot 16, Block 3, Tract 15344, Mangilao, containing an area of 1,951± square meters; signed by AD,CLTC Michael J.B. Borja.

3. FINDINGS:

Applicant has fulfilled all requirements by the CLTC to include the final survey and mapping of Lot 16, Block 3, Tract 15344, Mangilao. Pending the Board's review and determination.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

GLORIA BORJA FLORES

1. FACTS

- a. **Location:** Lot 7, Block 1, Tract 1722, Mangilao
- b. **Lot Size:** 1,700+/- square meters **Lease Type:** Residential
- c. **Administrative Director, CLTC Signing Date:** 4/24/2018
- d. **Applicants Signing Date:** 4/25/2018

**Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995**

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/2/1995 at 11:43 AM
 - i. **Application Number:** 238
 - ii. **Pre-Occupier:** No
 - iii. **LUP:** No
 - iv. **Qualified:** Yes
 - v. **Priority:** 1
- b. April 17, 1997, Applicant was interviewed and named a beneficiary.
- c. April 20, 1998, Residential Lease for Lot 12, Block 13, Tract 1022, Dededo, signed by both the Deputy Director, CLTC, Lydia Cruz, Applicant and Governor Gutierrez.
- d. April 24, 2018, Termination of Lease executed on April 20, 1998 for Lot 12, Block 13, Tract 1022, Dededo, was signed by both AD, CLTC, Michael J.B. Borja and Applicant and recorded under Instrument No. 920938.
- e. April 24, 2018, Residential Lease and 60 Day Survey Authorization for Lot 7, Block 1, Tract 1722, Mangilao, containing an area of 1,700+/- square meters was signed by both the AD, CLTC, Michael J.B. Borja and applicant.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

ERNEST JOE BORJA GARRIDO

1. FACTS

- a. **Location:** Lot 10123-3-25, Dededo
- b. **Lot Size/Lease Type:** 2,024+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 6/1/2017
- d. **Applicants Signing Date:** NA

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/2/1995 at 5:44 PM
- b. **Application Number:** 728
- c. **Pre-Occupier:** No
- d. **LUP:** No
- e. **Qualified:** Yes
- f. **Priority:** 1

- g. June 23, 2004 Applicant was interviewed and named a beneficiary.

- h. December 9, 1999, Applicant requested to change his Application Type from Residential to Agriculture; CTLC APPROVED BY CLTC Administrative Director Joseph M. Borja on January 3, 2000.

- i. August 18, 2004, Survey Authorization was issued for a portion of Lot 5402, Mangilao, of not more than .50 acres.

- j. August 20, 2004, NOIA, Agriculture Ground Lease, was issued for a portion of Lot 5402, Mangilao, containing an area of not more than .50 acres, subject to a final survey, DLM approval and recordation.

- k. April 19, 2017, DLM prepared a Proposed Lot Scheme M05-S009 for Lot 10123-3-25, Dededo, approved by the AD, CLTC Michael JB Borja.

- l. June 1, 2017, 1st Decline of Municipality Award for Lot 5402, Mangilao was prepared for applicant and issued Lot 10123-3-25, Dededo.

- m. June 1, 2017, Ground Lease prepared for Lot 10123-3-25, Dededo, containing an area of not more than 2,024± square meters, signed by AD, CLTC Michael JB Borja.

- n. June 9, 2017, Applicant picked up Ground Lease and signed the 1st Decline of Municipality Award for Lot 5402, Mangilao and issued Lot 10123-3-25, Dededo.
- o. June 9, 2017, Survey Authorization was issued for Lot 10123-3-25, Dededo, containing an area of not more than 2,024± square meters.

3. FINDINGS

Original Ground Lease, NIF. Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

HERMAN J.B. SANTOS

1. FACTS:

- a. **Location:** Lot 5382-5-11, Barrigada
- b. **Lot Size/Lease Type:** 1,903+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 4/30/2018
- d. **Applicants Signing Date:** NA

**Complaint/Issue: *REVIEW OF PREMORATORIUM LEASE
AND APPROVAL OF AGRICULTURE LEASE***

2. CHRONOLOGICAL FACTS:

- a. **ORIGINAL APPLICANT: Herman J.B. Santos**
 - i. Application Date and Time: December 2, 1995, 11:01 AM
 - ii. Application Number: 0000196
 - iii. Application Type: Agriculture
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes
- b. April 4, 1997, Applicant was interviewed and named a beneficiary.
- c. June 27, 2003, Applicant was re-interviewed and named a beneficiary.
- d. July 10, 2003, Applicant was shown a portion of Lot 7153 and Lot 7159, Yigo.
- e. August 4, 2003, Survey Authorization was issued for a portion of Lot 7150-3-R4, Yigo, containing an area of not more than one (1) acres.
- f. August 26, 2003, Agriculture Lease was issued for a portion of Lot 7150-3-R4, Yigo, containing an area of not more than one (1) acre, subject to survey. Signed by AD,CLTC Joseph M. Borja; NOT SIGNED BY APPLICANT.
- g. January 7, 2005, Applicant picked up Agriculture Lease for signature and was not returned.
- h. March 22, 2013, 60 Day Survey Authorization was issued for a portion of Lot 7150-3-R4, Yigo, containing an area of not more than one (1) acre,
- i. October 15, 2014, Applicant met with CLTC Staff and requested to be relocated to Lot 10122-R38 (Parcel 29), Dededo.

- j. April 10, 2015, 1st Decline of Municipality Award was prepared for a portion of Lot 7150-3-R4, Yigo for Lot 10122-R38, Parcel 29, Dededo.
- k. April 10, 2015, 60 Day Survey Authorization was issued for a portion of Lot 10122-R38, Parcel 29, Dededo, not more than .50 acres.
- l. July 7, 2015, Applicant submitted an Official Receipt for full payment on the survey of Lot 10122-R38, Parcel 29, Dededo, in the amount of \$800.00.
- m. January 3, 2017, Applicant requested to decline Lot 10122-R38, Parcel 29, Dededo due to the 2 year wait on map finalization. Applicant also requested that the Administrative Director waive the 2nd Decline of Municipality Award due to the Surveyor's performance issues.
- n. January 23, 2017, AD, CLTC Michael JB. Borja, approved applicant's request to relocate to another lot and waived the 2nd Decline of Municipality Award, however, applicant must still pay for the survey for the new lot.
- o. February 3, 2017, 60 Day Survey Authorization was issued for Lot 5382-5-11, Barrigada, containing an area of 1,953± square meters.
- p. April 3, 2017, Applicant submitted a copy of his contract with Surveyor for Lot 5382-5-11, Barrigada.
- q. October 11, 2017, Survey Map for Lot 5382-5-11, Barrigada, containing an area of 1,953± square meters was recorded under Instrument No. 913483.
- r. April 30, 2018, Agriculture Lease was issued for Lot 5382-5-11, Barrigada, containing an area of 1,953± square meters. Signed by AD, CLTC, Michael J.B. Borja.

3. FINDINGS:

Applicant has fulfilled all requirements by the CLTC to include the final survey and mapping of Lot 5382-5-11, Barrigada.

Pending the Board's review and determination.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

FRANCISCO ROJAS HERNANDEZ

1. FACTS

- a. **Location:** Lot 3-1, Block 3, Tract 10125, Dededo
- b. **Lot Size:** 1,990+/- square meters **Lease Type:** Agriculture
- c. **Administrative Director, CLTC Signing Date:** 4/18/2018
- d. **Applicants Signing Date:** 4/29/2018

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/4/1995 at 4:04 PM
 - i. **Application Number:** 1109
 - ii. **Pre-Occupier:** Yes (Lot No. 219 (10125), Hahasu Drive
 - iii. **LUP:** Yes, LUP No. 3378
 - iv. **Qualified:** Yes
 - v. **Priority:** 2
- b. July 14, 1999, Applicant was interviewed and named a beneficiary.
- c. August 10, 2017, Applicant requested to change his application type from Residential to Agriculture.
- d. January 23, 2018, David Camacho approved Applicant's request to change application type from Residential to Agriculture.
- e. March 21, 2018, DLM prepared Scheme No. M05-S045 for Lot 3-1, Block 3, Tract 10125, Dededo.
- f. April 13, 2018, Residential Lease and 60 Day Survey Authorization for Lot 3-1, Block 3, Tract 10125, Dededo, containing an area of 1,990+/- square meters prepared and signed by both the AD, CLTC, Michael J.B. Borja and applicant.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

REGINE BISCOE LEE

1. FACTS:

- a. **Location:** Lot 5382N-10, Barrigada
- b. **Lot Size:** 2,023+/- square meters **Lease Type:** Agriculture
- c. **Administrative Director, CLTC Signing Date:** 5/17/2017
- d. **Applicants Signing Date:**

Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES*
TRANSFER OF APPLICATION RIGHTS

2. CHRONOLOGICAL FACTS:

- a. **TRANSFEROR APPLICANT: Rosita A. Biscoe**
 - i. Application Date and Time: December 4, 1995, 12:24 PM
 - ii. Application Number: 0000954
 - iii. Application Type: Agriculture
 - iv. Priority: 2
 - v. Pre-Occupier: No
 - vi. Qualified: Yes

- b. **TRANSFeree APPLICANT: Regine Biscoe Lee**
 - i. Application Date and Time: November 1, 2016
 - ii. Application Number: NA
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes

- c. August 17, 2016, CLTC Staff interviewed Rosita Mahony, fka: Rosita A. Biscoe and named her beneficiary.

- d. October 11, 2016, Rosita A. Mahony requested in a notarized letter to CLTC to transfer her application rights to her daughter, Regine Biscoe Lee.

- e. December 15, 2016, Request to transfer application rights was approved by AD, CLTC, Michael J.B. Borja.

- f. February 3, 2017, 60 Day Survey Authorization was issued for Lot 5382N-10, Barrigada, containing an area of 2,023± square meters.

- g. May 9, 2017, Survey Map for Lot 5382N-10, Barrigada was approved by CLTC and recorded under Instrument No. 906951.

- h. May 17, 2017, Agriculture Lease was issued for Lot 5382N-10, Barrigada, containing an area of 2,023± square meters; signed by AD,CLTC, Michael J.B. Borja; not signed by applicant.

- i. July 18, 2018, Applicant submitted an Official Receipt for the Survey services of Lot 5382N-10, Barrigada, in the amount of \$1050.00.
- j. August 9, 2018, Applicant submitted a letter to the Chairwoman, Pika Fejeran relinquishing and rejecting any claim that she may have to any CLTC Lease whatsoever.

3. FINDINGS:

Transfer of Application Rights from Rosita Mahony (fka: Rosita A. Biscoe) to her daughter, Regine Biscoe Lee, is not in accordance with PL 23-38, Section 5.8. Therefore, the Agriculture Lease executed is Null and Void.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

FRANK JOSEPH LEON GUERRERO

1. FACTS

- a. **Location:** Lot 13-R1, Block 10, Tract 10121, Yigo
- b. **Lot Size:** 2,023+/- square meters **Lease Type:** Agriculture
- c. **Administrative Director, CLTC Signing Date:** 4/30/2018
- d. **Applicants Signing Date:** NA

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/7/1995 at 10:36 AM
- b. **Application Number:** 197
- c. **Pre-Occupier:** Yes, Tract 1021, Block 2 Lot 2, Dededo
- d. **LUP:** No
- e. **Qualified:** Yes
- f. **Priority:** 2
- g. September 2, 2008, Applicant was interviewed and named a beneficiary.
- h. September 5, 2008, NOIA, was issued for a portion of Lot 7150, Yigo, containing an area of not more than .50 acres, subject to a final survey, DLM approval and recordation.
- i. September 5, 2008, Survey Authorization was issued for a portion of Lot 7150, Mangilao, of not more than .50 acres.
- j. April 17, 2018, DLM prepared a Proposed Lot Scheme M13-S022 for Tract 10121, Block 10, Lot 13-R1, Yigo, approved by the AD, CLTC Michael JB Borja.
- k. April 24, 2018, 60 day Survey Authorization was issued for Lot 13-R1, Block 10, Tract 10121, Dededo, containing an area of not more than 2,024± square meters.
- l. April 30, 2018, Agriculture Lease prepared for Lot 13-R1, Block 10, Tract 10121, Yigo, containing an area of not more than 2,024± square meters, signed by AD, CLTC Michael J.B. Borja.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

CYNTHIA C. LUJAN

1. FACTS

- a. **Location:** Lot 1, Block 3REM, Tract 100C, Dededo
- b. **Lot Size:** 2,057+/- square meters **Lease Type:** Residential
- c. **Administrative Director, CLTC Signing Date:** 4/11/2018
- d. **Applicants Signing Date:** 5/4/2018

**Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995**

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/5/1995 at 3:41 PM
 - i. **Application Number:** 1294
 - ii. **Pre-Occupier:** No
 - iii. **LUP:** No
 - iv. **Qualified:** Yes
 - v. **Priority:** 1
- b. December 6, 2002, Applicant was interviewed and named a beneficiary.
- c. April 11, 2018, Residential Lease and 60 Day Survey Authorization for Lot 1, Block 3REM, Tract 100C, Dededo, containing an area of 2,057+/- square meters prepared and signed by both the AD, CLTC, Michael J.B. Borja
- d. May 4, 2018, Residential Lease for Lot 1, Block 3REM, Tract 100C, Dededo, containing an area of 2,057+/- square meters signed by Applicant.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

JAMES SANTOS MAFNAS

1. FACTS:

- a. **Location:** T100C, B3REM, L3 Dededo
- b. **Lot Size / Lease Type:** 2,242+/- sq.m. equivalent to ½ acre
- c. **Lease Instrument Number:** N/A
- d. **Complaint/Issue:** *Pending Agriculture Lease issuance*

2. CHRONOLOGICAL FACTS:

- a. **Pre-occupier:** No
- b. **LUP:** N/A
- c. **Application Date and Time:** December 9, 1995 at 9:48AM
- d. **Application Number:** 0001507
- e. **Priority:**
- f. May 11, 2015 - Request to change from Residential Applicant to Agriculture Applicant approved by Administrative Director Michael Borja
- g. April 2, 2018 - POA assignment to brother, Michael S. Mafnas; recorded with DLM under Ins. No. 920092
- h. May 1, 2018 - Survey Authorization issued for T100C, B3REM, L3 Dededo for 2,242+/- sq.m.
- i. April 30, 2018 - Agriculture Lease signed by Administrative Director Michael Mafnas
- j. May 24, 2018 - CLT crossed out Director's signature on lease signed April 30, 2019
- k. September 28, 2018 - Survey receipt submitted. FLGC contracted to complete survey.

3. FINDINGS:

Motion to approve Agriculture Lease issuance under T100C, B3REM, L3 Dededo for 2,242+/- sq.m.

4. FOLLOW-ON ACTION:

Completion of survey by FLGC for T100C, B3REM, L3 Dededo

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

THERESE M. MUNA

1. FACTS

- a. **Location:** Lot 7160-165, Yigo
- b. **Lot Size:** 2,015+/- square meters **Lease Type:** Residential
- c. **Administrative Director, CLTC Signing Date:** 4/12/2018
- d. **Applicants Signing Date:** 4/30/2018

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/4/1995 at 12:38 PM
 - i. **Application Number:** 1007
 - ii. **Pre-Occupier:** No
 - iii. **LUP:** No
 - iv. **Qualified:** Yes
 - v. **Priority:** 1
- b. August 8, 2005, Applicant was interviewed and named a beneficiary.
- c. October 14, 2005, 60 Day Survey Authorization for a portion of Lot 7160, Yigo, not more than .50 acres.
- d. October 14, 2005, NOIA issued for a portion of Lot 7160, Yigo, containing an area of not more than .50 acres, subject to final survey, DLM approval and recordation.
- e. October 25, 2005, Applicant provided CLTC with the Surveyors Contract and Official Receipt for \$800.00 paid towards Lot 7160-83 (nda Lot 7160-165).
- f. February 26, 2016, Applicant was interviewed and named a beneficiary.
- g. April 4, 2018, Residential Lease and 60 Day Survey Authorization for Lot 716--165, Yigo, containing an area of 2,015+/- square meters prepared and signed by both the AD,CLTC, Michael J.B. Borja and applicant.

3. FINDINGS

Applicant has fulfilled all requirements by the CLTC, pending the final survey map. Pending the Board's review and determination.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

JESUS QUIDACHAY NINETE

1. FACTS:

- a. **Location:** Lot 1-12, Block 8, Tract 10121, Yigo
- b. **Lot Size/Lease Type:** 1,949+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 3/9/2018
- d. **Applicants Signing Date:** NA

Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS:

- a. **ORIGINAL APPLICANT: Jesus Quidachay Ninete**
 - i. Application Date and Time: December 28, 1995, 12:03 PM
 - ii. Application Number: 0002729
 - iii. Application Type: Agriculture
 - iv. Priority: 2
 - v. Pre-Occupier: No
 - vi. Qualified: Yes
- b. February 2, 2018, DLM prepared Scheme No. M13-S020 for Lot 1-2, Block 8, Tract 10121, Yigo, containing an area of 1,949+/- square meters.
- c. March 8, 2018, Applicant was interviewed and named a beneficiary.
- d. March 9, 2018, 60 Day Survey Authorization and Agriculture Lease for Lot 1-2, Block 8, Tract 10121, Yigo, containing an area of 1,949+/- square meters was signed by the AD, CLTC Michael J.B. Borja.

3. FINDINGS:

Pending the Board's review and determination.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

MARY RUTH PHILLIPS

1. FACTS:

- a. **Location:** Lot 1, Block 16, Tract 10316, Dededo
- b. **Lot Size/Lease Type:** 2,023+/- square meters
- c. **Administrative Director, CLTC Signing Date:** NA
- d. **Applicants Signing Date:** NA

Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS:

- a. **ORIGINAL APPLICANT: Mary Ruth Chargualaf, nka: Mary Ruth Phillips**
 - i. Application Date and Time: December 2, 1995, 5:20 PM
 - ii. Application Number: 0000819
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes
- b. October 22, 1998, Applicant was interviewed by CLTC Staff and a beneficiary was named.
- c. July 5, 2017, CLTC Staff after careful review of the file found that applicants name on her birth certificate indicated MARIA ROSARIO CAMACHO and not MARY RUTH CHARGUALAF.

Applicant explained that she grew up with MARY RUTH CHARGUALAF and all important documents contain the name MARY RUTH CHARGUALAF.

She was advised to submit an Affidavit of Identity that she one and same person.
- d. July 10, 2017, Applicant, prepared and signed the Affidavit of Identity
- e. July 14, 2017, Applicants submittal of her Affidavit of Identity was accepted for further processing by David V. Camacho.
- f. July 20, 2017, Applicant submitted her Marriage Certificate, to now read Mary Ruth Phillips.
- g. July 26, 2017, Residential Lease was prepared for Lot 1, Block 16, Tract 10316, Dededo, containing an area of 2,023± square meters. **NOT SIGNED BY THE DIRECTOR; DIRECTOR'S NOTE: What document changes name from Maria Rosario to Mary Ruth?**
- h. October 23, 2017, Applicant was contacted to inform her of the Director's concern and once again explained that she did not have any documents to support the change. She provided the CLTC with a US Passport and Driver's License indicating "**MARY RUTH PHILLIPS**"

3. FINDINGS:

Applicant was not able to provide the supporting documents changing her name from MARIA ROSARIO CAMACHO to MARY RUTH CHARGUALAF. However, had provided the Affidavit of Identity together with her US Passport and Driver's License.

Pending the Board's review and determination.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

DAN AUGUST QUICHOCHO

1. FACTS:

- a. **Location:** Lot 7151-48, Yigo
- b. **Lot Size/Lease Type:** 2,023+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 7/3/2017
- d. **Applicants Signing Date:** 7/6/2017

Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES*
SWITCH OF DATE AND TIME

2. CHRONOLOGICAL FACTS:

- a. **TRANSFEROR APPLICANT 1: Carolyn Julie Quichocho**
 - i. Application Date and Time: December 5, 1995, 4:32 PM
 - ii. Application Number: 0001363
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes

- b. **TRANSFEROR APPLICANT 2: Dan August Quichocho**
 - i. Application Date and Time: August 16, 2016; 4:01 PM
 - ii. Application Number: 8112
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes

- c. October 16, 2016 and October 17, 2017, Dan August Quichocho, brother to Carolyn Julie Quichocho, submitted a notarized request to CLTC to switch date and time with each other.

- d. October 28, 2016, request to switch date and time was approved by David Camacho.

- e. July 6, 2017, 60 Day Survey Authorization was issued for Lot 7151-48, Yigo, containing an area of not more than 2,023± square meters.

- f. July 3, 2017, Residential Lease for Lot 7151-48, containing an area of 2,023± square meters signed by AD, CLTC, Michael J.B. Borja.

- g. July 6, 2017, Residential Lease for Lot 7151-48, containing an area of 2,023± square meters signed by Applicant, Dan August Quichocho.

- h. August 2, 2017, Applicant submitted a copy of the Surveyor's Survey and Mapping Proposal for Lot 7151-48, Yigo and a copy of the Official Receipt for full payment of \$1,400.00

- i. June 9, 2017, Survey Map for Lot 7151-48, Yigo, filed under :LM Check No. 241FY2017, recorded under Instrument No. 908289.
- j. May 16, 2018, a Site Inspection was conducted by CLTC Staff and their findings indicated that their was a vacant land with overgrown with vegetation.

3. FINDINGS:

The approval of the Switch of Date and Time between Carolyn Julie Quichcho and Dan August Quichocho was not in accordance with PL 23-38. Therefore, the Residential Lease executed is Null and Void.

Pending the Board's review and determination.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

COLEEN GRACE QUINATA

1. FACTS:

- a. **Location:** Lot 10171-15, Yigo
- b. **Lot Size/Lease Type:** 4,047+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 4/16/2018
- d. **Applicants Signing Date:** 4/19/2018

**Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES
TRANSFER OF APPLICATION RIGHTS***

2. CHRONOLOGICAL FACTS:

- a. **TRANSFEROR APPLICANT: Sandra Mesa Cruz**
 - i. Application Date and Time: December 9, 1995, 3:35 PM
 - ii. Application Number: 0000830
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes

- b. **TRANSFeree APPLICANT: Colleen Grace Quinata**
 - i. Application Date and Time: August 8, 2017
 - ii. Application Number: NA
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes

- c. August 25, 2009, Residential Interview conducted with Sandra Mesa Quinata, designating a qualified beneficiary.

Applicant, Sandra Mesa Cruz requested to change her last name from Cruz to Quinata.

- d. July 30, 2012, Applicant, Sandra Mesa Quinata, requested to change her application type from Residential to Agriculture; approved by David Camacho.

- e. September 5, 2012, 60 day Survey Authorization issued for a portion of Lot 10125-11-R6, Dededo, containing an area of not more than one (1) acre.

- f. November 1, 2012, Sketch Drawing of Lot 10125-11-R6, Dededo submitted by Surveyor, Meliton Santos for CLTC review and approval.

- g. August 8, 2017, Applicant, Sandra Mesa Quinata, requested to transfer her application rights to her daughter, Colleen Grace Quinata.

- h. August 10, 2017, Request to transfer application rights to daughter, Colleen Grace Quinata, approved by David Camacho.
- i. April 4, 2018, 1st Decline of Municipality Award signed by Colleen Grace Quinata, declining Lot 10125-11-R6, Dededo for Lot 10171-15, Yigo.
- j. April 19, 2018, 60 day Survey Authorization issued for Lot 10171-15, Dededo.
- k. April 16, 2018, Agriculture Lease issued for Lot 10171-15, Dededo, containing an area of 4,047± square meters; signed by AD, CLTC, Michael J.B. Borja.

3. FINDINGS:

Transfer of Application Rights from Sandra Mesa Quinata to Colleen Grace Quinata, is not in accordance with PL 23-38, Section 5.8. Therefore, the Agriculture Lease executed is Null and Void.

Pending the Boards review and determination.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

DELORES TAITANO QUINATA

1. FACTS

- a. **Location: Lot 8-33-10, Inarajan**
- b. **Lot Size: 1,858+/- square meters** **Lease Type: Agriculture**
- c. **Administrative Director, CLTC Signing Date: 6/21/2017**
- d. **Applicants Signing Date: 4/3/2018**

**Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995**

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time: 12/2/1995 at 4:17 PM**
 - i. **Application Number: 552**
 - ii. **Pre-Occupier: No**
 - iii. **LUP: No**
 - iv. **Qualified: Yes**
 - v. **Priority: 1**
- b. September 3, 1998, Applicant was interviewed and named a beneficiary.
- c. December 1, 2003, Survey Authorization for a portion of Lot 10154, Yigo, containing an area not more than .50 acres.
- d. January 16, 2004, Ground Lease for a portion of Lot 10154, Yigo, not more than .50 acres; Signed by AD, CLTC, Joseph M. Borja; not signed by Applicant.
- e. July 27, 2016, Applicant requested to Change her Application Type from Residential to Agriculture and Changed her Beneficiary; approved by the AD, CLTC, Michael J.B. Borja.
- f. 4/7/2017, Scheme No. M06-007 approved by AD, CLTC, Michael J.B. Borja for Lot 8-33-10, Inarajan, for 1,858+/- square meters
- g. 6/21/2017, Agriculture Lease for Lot 8-33-10, Inarajan, was signed by the AD, CLTC Michael J.B. Borja and Applicant.
- h. 4/3/2018, Agriculture Lease for Lot 8-33-10, Inarajan, was signed by Applicant.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

ROBERT C. QUINTANILLA

1. FACTS

- a. **Location:** Lot 3 and 4, Block 5-B, Tract 15344, Mangilao
- b. **Lot Size/Lease Type:** 1,850+/- square meters and 1,844+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 5/3/2018
- d. **Applicants Signing Date:** NA

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time:** 12/7/1995 at 3:05 PM
 - i. **Application Number:** 1772
 - ii. **Pre-Occupier:** No
 - iii. **LUP:** No
 - iv. **Qualified:** Yes
 - v. **Priority:** 1
- b. October 10, 2006, Applicant requested to change his application type from Residential to Agriculture; approved by Joseph M. Borja.
- c. July 30, 2007, Applicant was interviewed and named a beneficiary.
- d. August 6, 2007, Survey Authorization was issued for a portion of Lot 5402-R5NEW-R4, Mangilao, not more than one (1) acre.
- e. August 22, 2007, NOIA, was issued for a portion of Lot 5402-R5NEW-R4, Mangilao, containing an area of not more than one (1) acre, subject to a final survey, DLM approval and recordation.
- f. October 13, 2007, Applicant provided CLTC with a official receipt from Surveyor Moya in the amount of \$500.00 for survey services.
- g. January 16, 2014, Site Inspection was conducted by CLTC Staff and their findings indicated that there was a wood and tin structure, access was fully improved; citrus trees (10) and coconut trees (20).
- h. September 20, 2016, Site Inspection was conducted by CLTC Staff and their findings indicated that there was a wood and tin structure and papaya trees.
- i. May 3, 2018, Agriculture Lease was issued for Lot 3 and 4, Block 5-B, Tract 15344, Mangilao; signed by AD, CLTC, Michael J.B. Borja

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

MICHAEL WAYNE REYES

1. FACTS:

- a. **Location:** Lot 6, Block 13, Tract 2831, Talofoto (nda: Lot 6-6, Block 13, Tract 2831, Talofoto)
- b. **Lot Size/Lease Type:** 1,997+/- square meters
- c. **Administrative Director, CLTC Signing Date:** 2/23/2018
- d. **Applicants Signing Date:** NA

Complaint/Issue: *REVIEW OF PREMORATORIUM LEASES*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS:

- a. **ORIGINAL APPLICANT: Michael Wayne Reyes**
 - i. Application Date and Time: December 2, 1995, 5:19 PM
 - ii. Application Number: 0000692
 - iii. Application Type: Residential
 - iv. Priority: 1
 - v. Pre-Occupier: No
 - vi. Qualified: Yes
- b. October 2, 1998, Applicant was interviewed by CLTC Staff and a beneficiary was named.
- c. January 8 2004, Applicant requested to change his Application Type from Residential to Agriculture and to add his Girlfriend, Corina M.C. Toves to his application.
- d. January 16, 2004, Request to Change Application Type from Residential to Agriculture and to change his beneficiary was APPROVED by AD,CLTC, Joseph M. Borja.
- e. August 6, 2007, Applicant, Michael Wayne Reyes requested to remove his Girlfriend, Corina Toves from his land application.
- f. December 20, 2007, 60 Day Survey Authorization was issued for a portion of Lot 421, not more than .50 acres.
- g. January 7, 2008, NOIA was issued for a portion of Lot 421, Talofoto, containing an area of not more than .50 acres, subject to final survey, DLM approval and recordation.

Applicant signed an acknowledgement that Lot 421, Talofoto is an unregistered property with CLTC and he understands the said property is in the process of Land Registration and would like to remain on the lot until such time its registered.
- h. February 20, 2018, 1st Decline of Municipality Award for Lot 421, Talofoto to Lot 6, Block 13, Tract 2831, Talofoto prepared. Not signed by Applicant.

- i. January 4, 2018, DLM prepared Scheme No. M11-S004 for Lot 6, Block 13, Tract 2831, Talofoto, area is 1,997± square meters; approved by AD, CLTC, Michael J.B. Borja.
- j. February 23, 2018, Agriculture Lease for Lot 6, Block 13, Tract 2831, Talofoto, containing an area of 1,997± square meters signed by AD, CLTC, Michael J.B. Borja.
- k. March 7, 2019, CLTC Board in a Regular Meeting made motion to approve the Survey Map for Lot 6-6, Block 13, Tract 2831, Talofoto. filed under :LM Check No. 244FY2018, recorded under Instrument No. 932597.

3. FINDINGS:

Applicant has fulfilled all requirements by the CLTC to include the final survey and mapping of Lot 6-6, Block 13, Tract 2831, Talofoto.

Pending the Board's review and determination.

4. FOLLOW UP ACTIONS:

Contact applicant on Boards Decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

JAMES G. SABLAN

1. FACTS

- a. **Legal Description: Lot 480-24, Agat**
- b. **Land Area: 3,452.00 +-square meters**
- c. **Lease Instrument No. and Signing Date: N/A**
- d. **Complaint/Issue: Lease classified/listed under "red X". Signature block delineates a crossed-out mark made by CLTC Administrative Director, MJBB.**

2. CHRONOLOGICAL FACTS

- a. **Application Date and Time: December 2, 1995, at 3:26 am**
- b. **Application Sequence Number: 0000490**
- c. Agricultural Interview dated April 18, 1997
- d. Authorization to initiate survey dated August 5, 2004 as to one acre, a portion of Lot 480, Agat
- e. Authorization to initiate survey dated September 20, 2004 as to one acre, a portion of Lot 457 West, Agat
- f. Proposed Lot Scheme of Lot 480-35, Agat M02-S007, Approved August 17, 2017
- g. Agricultural Interview dated April 18, 2018
- h. POA, Instrument No.: 920695 dated April 18, 2018, James G. Sablan Jr., Atty-in-fact for James G. Sablan
- i. Request to issue Lot 480-24, Agat by CLTC L.A. April 18, 2018
- j. Lease prepared, signed by Administrative Director MJBB and acknowledged on April 30, 2018
- k. Lease signed and acknowledged on May 2, 2018
- l. Survey Authorization dated and issued May 2, 2018
- m. 1st Decline in favor of Lot 480-24 dated May 2, 2018
- n. Signature block "crossed out" at request of Administrative Director on May 24, 2018
- o. Letter dated June 23, 2018 Ref: Survey findings on Lot 480-24, Agat – paid partial survey

3. RECOMMENDATIONS

A review of the above-named applicant to confirm eligibility pursuant to the CLTC rules and regulations applicable under Guam Law.

The below name land agent concludes that Joseph Toves Guzman does meet the qualifications to enter into an enforceable lease with the CLTC, Government of Guam, subject to a notarized affidavit or declaration as to the acquisition and/or sale/gift of any and all real property that may affect the priority status of their application (processing). The declaration should be made either from the date of application to present, or date of interview to present.

The application date, time and numerical sequence, SOP and applicable rules and regulations should be considered regardless of eligibility status

Submitted to the CLTC board for review and disposition.

**CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report**

ALBERT ROSE SANTIAGO

1. FACTS

- a. **Location: Lot 10171-84, Dededo**
- b. **Lot Size: 1,878+/- square meters** **Lease Type: Residential**
- c. **Administrative Director, CLTC Signing Date: 4/30/2018**
- d. **Applicants Signing Date: 5/31/2018**

**Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995**

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time: 12/2/1995 at 4:45 PM**
 - i. **Application Number: 594**
 - ii. **Pre-Occupier: No**
 - iii. **LUP: No**
 - iv. **Qualified: Yes**
 - v. **Priority: 1**
- b. March 27, 2018, Applicant was interviewed and named a beneficiary.
- c. April 30, 2018, Residential Lease for Lot 10171-84, Dededo, was signed by the AD, CLTC Michael J.B. Borja.
- d. May 3, 2018, 60 Day Survey Authorization was issued for Lot 10171-84, Dededo, containing an area of 1,878± square meters.

3. FINDINGS

Pending review and determination by the Board.

4. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

PHILLIP BLAS SANTIAGO

1. FACTS

- a. **Location: Lot 16, Block 15, Tract 9210 (Phase I), Yigo**
- b. **Lot Size/Lease Type: 929+/- square meters**
- c. **Administrative Director, CLTC Signing Date: NA**
- d. **Applicants Signing Date: NA**

Complaint/Issue: *Review of Pre-moratorium Lease List*
ORIGINAL APPLICANT - 1995

2. CHRONOLOGICAL FACTS

- a. **Original Applicant's Date and Time: 12/2/1995 at 8:47 AM**
 - i. **Application Number: 56**
 - ii. **Pre-Occupier: No**
 - iii. **LUP: No**
 - iv. **Qualified: Yes**
 - v. **Priority: 1**
- b. January 3, 1997 Applicant was interviewed and under comments section, indicated that bother parents were born on Guam.
- c. January 23, 1997, Residential Lease was signed by Applicant and Governor Carl T.C. Gutierrez, for Lot 16, Block 15, Tract 9210 (Phase I), Yigo, not signed by AD, CLTC.
- d. March 22, 2017, Residential Lease was prepared for Lot 16, Block 15, Tract 9210 (Phase I), Yigo, containing an area of 929± square meters NOT SIGNED DUE TO QUALIFYING DOCS NOT SUBMITTED.
- e. June 25, 2018, Applicant updated contact numbers and address; submitted fathers death certificate, qualifying him as a Native Chamorro.

B. FINDINGS

Residential Lease recommended for issuance. Pending review and determination by the Board.

C. FOLLOW-ON ACTION

Contact applicant of the Boards decision.

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting

CHASTITY LEON GUERRERO TAINATONGO

Original Applicant: Donny Jay Tainatongo

1. FACTS

- a. **Location:** L505-15 Merizo
- b. **Lot Size/Lease Type:** 1,244± sq.m.- Residential
- c. **Lease Instrument Number and Signing Date:** N/A
- d. **Surveyed:** Pending
- e. **Complaint/Issue:** REVIEW OF PREMORATORIUM LEASES, TRANSFER OF APPLICATION RIGHTS

2. CHRONOLOGICAL FACTS

- a. **Pre-occupier:** No
- b. **Priority:** 1
- c. **Original Applicant:** Donny Jay Tainatongo
- d. **Original Applicant's Date and Time:** December 4, 1995 at 8:02AM
- e. **Application Number:** 607
- f. **Takeover Applicant:** Chastity Leon Guerrero Tainatongo
- g. **Takeover Application Date:** April 12, 2018
- h. **April 12, 2018** – Letter of Relinquishment from Donny Jay Tainatongo to wife, Chastity Leon Guerrero Tainatongo based on him owning a private property
- i. **April 13, 2018** – Relinquishment approved by Deputy Director David Camacho

3. FINDINGS

- Residential Lease of Chastity L.G. Tainatongo was part of the Premoratorium Lease list due to the previous Administrative Director Michael Borja crossing his signature out
- The Relinquishment of Application Rights from Donny Jay Tainatongo to wife, Chastity L.G. Tainatongo is not in accordance with PL23-38, Section 5.8 therefore, the Residential Lease executed is Null and Void
- Recommendation is for Chastity LG Tainatongo to relinquish the application back to Donny Jay Tainatongo and approve the change of application type from Residential to Agriculture for L505-15 Merizo

4. FOLLOW-ON ACTION

- Contact applicant based on Board's Decision

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

MARK ANTHONY BLAS TORRE

1. FACTS:

- a. **Location:** L5219-1-13 Barrigada
- b. **Lot Size / Lease Type:** 1,671+/- sq.m. equivalent to ½ acre
- c. **Lease Instrument Number:** N/A
- d. **Complaint/Issue:** *Pending Agriculture Lease issuance*

2. CHRONOLOGICAL FACTS:

- a. **Pre-occupier:** No
- b. **LUP:** N/A
- c. **Application Date and Time:** December 5, 1995 at 8:51AM
- d. **Application Number:** 0000656
- e. **Priority:** 1
- f. January 25, 2005 - CLT conducted a Residential Interview Report
- g. March 27, 2008 - Utility Authorization issued under L10122-R18, Lot 7, B1 Dededo
- h. March 28, 2008 - Survey Authorization issued under L10122-R18, Lot 7, B1 Dededo
- i. March 28, 2008 - NOIA issued under L10122-R18, Lot 7, B1 Dededo
- j. April 4, 2008 - Request to change application type from Residential to Agriculture. Approved by Joseph M. Borja
- k. April 18, 2008 - 1st Decline of Municipality Award signed for L10122-R18, Lot 7, B1 Dededo
- l. March 1, 2017 - CLT issued "A" L5219-1-7 Barrigada for ½ acre
- m. April 18, 2018 - Survey Authorization issued under L5219-1-7 Barrigada for 1,671+/- sq.m.
- n. May 24, 2018 - CLT crossed out Administrative Director Michael Borja's signature on lease signed May 15, 2017 as per director

3. FINDINGS:

Motion to approve Agriculture Lease issuance under L5219-1-7 Barrigada for 1,671+/- sq.m.

4. FOLLOW-ON ACTION:

Completion of survey of L5219-1-7 Barrigada for 1,671+/- sq.m. and issuance of Addendum Lease reflecting completion of survey

UOG HATCHERY



Senator

THERESE M. TERLAJE

I Mina'trentai Singko na Liheslaturan Guåhan

35th Guam Legislature

Committee on Health, Tourism, Historic Preservation, Land and Justice

May 31, 2019

MEMORANDUM

To: All Senators, Stakeholders and Media

From: Senator Therese M. Terlaje 
Chairperson, Committee on Health, Tourism, Historic Preservation, Land and Justice

Subject: **FIRST NOTICE of Public Hearing** – June 10, 2019 at 1:00 PM

Håfa Adai!

Please be advised that the Committee on Health, Tourism, Historic Preservation, Land and Justice will convene a public hearing on **Monday, June 10, 2019 at 1:00 PM** in *I Liheslaturan Guåhan's* Public Hearing Room (Guam Congress Building, Hagåtña).

AGENDA

- **Bill No. 76-35 (COR)** – **J.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.
- **Bill No. 72-35 (COR)** – **A.L. Shelton** - An Act to amend § 3112(b) of Chapter 3, Title 7, Guam Code Annotated, and to add a new § 3113 of Chapter 3, Title 7, Guam Code Annotated establishing the Working Interdisciplinary Network of Guardian Stakeholders (WINGS), relative to the Office of the Public Guardian.

The hearing will broadcast on local television, GTA Channel 21, Docomo Channel 117/60.4 and stream online via [Liheslaturan Guåhan's live feed](#). A recording of the hearing will be available online via [Guam Legislature Media](#) on YouTube after the hearing. If written testimonies are to be presented at the Public Hearing, the Committee requests that copies be submitted prior to the public hearing date and should be addressed to Senator Therese M. Terlaje. Testimonies may be submitted via hand delivery to the Office of Senator Therese M. Terlaje at Ada Plaza Center, Suite 207, 173 Aspinall Avenue, Hagåtña, Guam; to the mail room of the Guam Congress Building, 163 Chalan Santo Papa, Hagåtña, Guam; or via email to senatorterlajeguam@gmail.com. In compliance with the Americans with Disabilities Act, individuals requiring special accommodations or services should contact the Office of Senator Therese M. Terlaje at (671) 472-3586 or by sending an email to senatorterlajeguam@gmail.com.

We look forward to your attendance and participation.

Si Yu'os Ma'åse'

PENDING REPORT - GUAM RACEWAY

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
Staff Report

Guam Racing Federation (GRF)

1. FACTS:

- a. **Location:** Lot No. 7167-R1, Municipality of Yigo
- b. **Lot Size / Lease Type:** 1,022,012 sqms
- c. **Lease Instrument Number:** N/A
- d. **Field Description:** Raceway Park & Outdoor activities
- e. **Complaint/Issue:** *Non-compliant with P.L. 30-204 – Event Admission / Proposed Lease Terms / Expiration of Resolution No. 2018-06*

2. DETAILS:

- a. No Event Admission payment has been made since March 2018.
- b. May 17, 2019 CLTC received GRF's draft Lease Agreement.
- c. May 23, 2019 CLTC received via email GRF's Draft Legislation.
- d. May 28, 2019 Attorney Nicolas Toft and Joey Cruz met with GRF Representatives to discuss GRF's Proposed Terms.
- e. May 31, 2019 Resolution No. 2018-06 expires.
- f. June 4, 2019 CLTC draft response to GRF's draft Lease Agreement forwarded to Director.
- g. June 5, 2019 CLTC's draft Commercial Lease forwarded to Attorney Toft for review.
- h. June 5, 2019 Attorney Toft approves CLTC's draft Commercial Lease.

3. Recommendation:

- a. Seek board approval for CLTC's proposed terms of GRF Commercial Lease Agreement.

CHAMORRO LAND TRUST COMMISSION

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of _____, 2019, by and between the **CHAMORRO LAND TRUST COMMISSION**, whose mailing address is PO Box 2950, Hagåtña, Guam, 96932 [hereinafter referred to as "**LESSOR**"] and **GUAM RACING FEDERATION**, whose mailing address is ~~997 S. Marine Dr., Tamuning, GU 96914~~ ^{976 Cross Island Road, Apt. C, Santa Rita, Guam 96915} [hereinafter referred to as "**LESSEE**"].

RECITALS

WHEREAS, LESSOR has jurisdiction over **LOT NO. 7161-R1, Municipality of Yigo, Guam**, by virtue of the "Administrative Transfer of Jurisdiction of Certain Government of Guam Lands" dated January 19, 1994, recorded with the Department of Land Management, Government of Guam, under Document No. 503740 at the Department of Land Management; AND,

WHEREAS, LESSEE had demonstrated interests to the Government of Guam in commercially leasing **LOT NO. 7161-R1, Municipality of Yigo, Guam**, (hereinafter referred to as the "Property") for the purpose of a raceway park; AND,

WHEREAS, LESSEE realized a need to provide for this raceway park and has organized and registered as a non-profit organization consisting of the various types of automotive, motorcycle racing endeavors, but not limited to, drags, off-road, motorcycle, grand prix, go-cart, monster trucks, low-rider car shows and other spectator and entertainment events; AND,

LEASE AGREEMENT
LESSOR: _____
LESSEE: _____

CHAMORRO LAND TRUST COMMISSION

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of _____, 2019, by and between the **CHAMORRO LAND TRUST COMMISSION**, whose mailing address is PO Box 2950, Hagåtña, Guam, 96932 [hereinafter referred to as "**LESSOR**"] and **GUAM RACING FEDERATION**, whose mailing address is 997 S. Marine Dr., Tamuning, GU 96911 [hereinafter referred to as "**LESSEE**"].

RECITALS

WHEREAS, LESSOR has jurisdiction over **LOT NO. 7161-R1, Municipality of Yigo, Guam**, by virtue of the "Administrative Transfer of Jurisdiction of Certain Government of Guam Lands" dated January 19, 1994, recorded with the Department of Land Management, Government of Guam, under Document No. 503740 at the Department of Land Management; AND,

WHEREAS, LESSEE had demonstrated interests to the Government of Guam in commercially leasing **LOT NO. 7161-R1, Municipality of Yigo, Guam**, (hereinafter referred to as the "Property") for the purpose of a raceway park; AND,

WHEREAS, LESSEE realized a need to provide for this raceway park and has organized and registered as a non-profit organization consisting of the various types of automotive, motorcycle racing endeavors, but not limited to, drags, off-road, motorcycle, grand prix, go-cart, monster trucks, low-rider car shows and other spectator and entertainment events; AND,

LEASE AGREEMENT
LESSOR: _____
LESSEE: _____

WHEREAS, LESSEE is particularly interested in the portion of the Property described as follows:

LOT NO. 7161-R1, YIGO, as delineated in that certain sketch marked Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference.

WHEREAS, the Property was previously licensed to **LESSEE** for the same purposes and **LESSEE** has done significant improvements to the Property to get it into its current condition;

WHEREAS, LESSEE has demonstrated public support for their project; AND,

WHEREAS, said portion of the Property can be used effectively by **LESSEE**; AND,

WHEREAS, LESSOR has the authority to grant a lease to **LESSEE** for such purpose pursuant to Public Law 34-142; AND,

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

(1) **GRANT OF LEASE; DESCRIPTION OF PREMISES.** **LESSOR** hereby grants to **LESSEE** a lease to occupy and use, subject to all of the terms and conditions of this Agreement, the following described real property:

LOT NO. 7161-R1, YIGO, as delineated in that certain sketch marked Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference.

(2) **LIMITATION TO DESCRIBED PURPOSE.** The above-described real property may be occupied and used by **LESSEE** for commercial purposes to include the operation of a raceway related support facility and various outdoor events and continuing for a period of fifty (50) years from such date.

LEASE AGREEMENT

LESSOR: _____
LESSEE: _____

(3) **COMPENSATION.**

(A) **LESSOR** and **LESSEE** expressly acknowledge that compensation for this LEASE shall be the flat fee set forth below, or ten percent (10%) of the gross revenues per month, whichever is greater.

YEAR	PAYMENT DUE
1 – 5	\$4,000.00
6 – 10	\$4,400.00
11 – 15	\$4,840.00
16 – 20	\$5,324.00
21 - 25	\$5,856.00
26 – 30	\$6,412.00
31 – 35	\$7,053.00
36 – 40	\$8,534.00
41 - 45	\$9,387.00
46 – 50	\$10,326.00

(B) Payments shall be made on the first day of each month of the effective date of this Agreement, and continuing thereafter until termination of this Agreement to the statutory requirements of Title 21, Guam Code Annotated §75107 et seq.

(C) There shall be a late fee of four percent (4%) above the prime rate, calculated daily and compounded monthly, without demand from the date due until payment received from the **LESSOR**.

(4) **TERMINATION.** This Agreement may be terminated by either party on ninety (90) days' written notice for cause for the non-compliance of any provisions of the Chamorro Land Trust Act or any adjudicated regulations of **LESSOR**. Upon termination by the notice or expiration of the Lease, this Agreement shall become null and void, except that **LESSOR** may enforce any and all obligations of **LESSEE** arising out of acts or failure to act, occurring prior to such termination.

LEASE AGREEMENT
LESSOR: _____
LESSEE: _____

(5) **TAXES AND FEES.** Any and all taxes, fees and assessments levied upon the real property and any improvements thereon described herein shall be borne and paid for by **LESSEE.**

(6) **INTEREST IN REAL PROPERTY.** **LESSEE** expressly acknowledges and agrees that it does not and shall not claim at any time any interest or estate of any kind or extent other than as **LESSEE**, in the above-described real property of **LESSOR**, by virtue of the rights granted under this Agreement or its occupancy or use granted herein.

(7) **ASSIGNMENT OF RIGHTS.** The rights of **LESSEE** under this Agreement are personal to **LESSEE** and may not be transferred or assigned to any other person, firm, corporation or other entity.

(8) **SUBLEASE.** **LESSEE** may, with the written consent of **LESSOR**, which consent shall not be unreasonably withheld, enter into Sublease Agreements for portions of the leased property to provide racetrack affiliated purposes to include, but not limited to, gas station, warehouses for vehicles and vehicle repair, restaurants/food vendors and driving schools. **LESSOR** and **LESSEE** shall share in the sublease of rental of the real property portion only, Fifty/Fifty (50/50).

(9) **INDEMNIFICATION OF LESSOR.** Notwithstanding anything to the contrary in this Lease Agreement and irrespective of any insurance carried by **LESSEE** for the benefit of **LESSOR**, **LESSEE** agrees to hold **LESSOR** from any and all claims or demands made by third persons for loss, damage or injury including claims for property damage, personal injury or wrongful death occurring in, on, or about the Property, including sidewalks and parking areas adjacent thereto, or occasioned by nuisance made or suffered on the Property, or by and fire thereon, or growing out of, or cause by any failure on the part of **LESSOR** for all costs and attorney's fees in connection with the defense of any such claim.

LEASE AGREEMENT
LESSOR: _____
LESSEE: _____

(10) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** **LESSEE** and any sublessees shall procure, at its own cost and expense and keep in force during said term for the mutual benefit of **LESSOR** and **LESSEE**, a policy of comprehensive liability insurance in such form and with such insurance company as **LESSOR** shall approve, a policy in the sum of \$1,000,000.00 insuring against the claims of personal injury and property damages until the year 2025. Thereafter, the parties shall agree upon the policy limits to be in place thereafter. Said policy or policies shall also contain a clause stating that the insurer will not cancel or change the insurance coverage without first giving **LESSOR** thirty (30) days prior written notice of such change or cancellation.

(A) **Policy Form.** Policies shall be for the mutual and joint benefit and protection of **LESSOR**. **LESSEE** and **LESSOR's** mortgage, if any, and executed copies of such policies of insurance or certificates thereof shall be delivered to **LESSOR** within ten (10) days after delivery of possession of the premises to **LESSEE** and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall name **LESSOR** as an additional insured or loss payee, and shall contain a provision that **LESSOR**, although named as an additional insured or loss payee shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the acts, omission and/or negligence of **LESSEE**. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by **LESSEE** in like manner and to like extent. All policies of insurance delivered to **LESSOR** must contain a provision that the company issuing said policy will give to **LESSOR** thirty (30) days notice in writing in advance of any cancellation or lapse of insurance or the effective date of any reduction in the amounts of insurance.

LEASE AGREEMENT
LESSOR: _____
LESSEE: _____

All public liability, property damage or other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which **LESSOR** may carry.

(11) **USE OF PROPERTY.** **LESSEE** may alter the property in order to make it usable for the purposes stated herein. This alteration shall include, but is not limited to, the removal of top soil and/or coral from the Property, re-contouring the Property, and constructing appropriate facilities upon the Property. This activity is not to be construed as mineral extraction as set forth in Public Law 34-142. Fifty percent (50%) or the value thereof, less all engineering costs, shall be the property of **LESSOR**. **LESSEE** may sell the materials, and (i) deliver **LESSOR's** share of the proceeds to **LESSOR** for use by **LESSOR** as is permitted under the Chamorro Land Trust Act; or (ii) if **LESSOR** so desires, **LESSEE** may create a credit on the book of the buyer in the name of the Chamorro Land Trust Commission for the future use of the Commission.

(A) At the time of the termination of Lease, **LESSOR** shall determine whether or not it desires to have the property returned to its pristine condition. If that is the desire of **LESSOR**, it is the responsibility and the sole cost of **LESSEE** to remove any and all improvements placed upon the Property. Should **LESSOR** desires to take the Property "as is" they must advise **LESSEE** within sixty (60) days of the termination of the Lease Agreement of their desire to take the Property back, as is.

(12) **ENVIRONMENTAL SITE ASSESSMENT.** **LESSEE** shall be required to prepare at their own expense, a Phase I Environment Site Assessment (ESA) of the leased property to serve as a baseline of conditions at the site prior to the start of the lease. The comprehensiveness of the assessment shall be determined by CLTC in collaboration with the Guam Environmental Protection Agency. Phase I ESA shall be referenced in any lease or

LEASE AGREEMENT
LESSOR: _____
LESSEE: _____

license agreement for the property. Prior to the issuance of any agreement, tenants or prospective tenants must conduct a Phase I ESA of the site at tenant's expense.

(13) EVENTS OF DEFAULT; TERMINATION. In any of the following events (each an Event of Default”):

(A) If rent or any part thereof shall not be paid on any day when such payment is due, CLTC may, at any time thereafter, give notice of such failure to **LESSEE**, and if the failure is not remedied by **LESSEE** within five (5) days after the giving of such notice; or

(B) If **LESSEE** shall fail or neglect to perform or comply with any of the terms, covenants or conditions contained in the Lease (other than the covenants to pay rent) on the part of **LESSEE** to be performed or observed, CLTC may, at any time thereafter, give notice of such failure or neglect to **LESSEE** and if **LESSEE**:

(i) If the matter complained of in such notice is not capable of being remedied by the payment of money, has not corrected the matter complained of within a period of five (5) days after the giving of such notice; or,

(ii) If the matter complained of in such notice is not capable of being remedied by the payment of money has not corrected the matter complained of within a period of twenty (20) days after the giving of such notice; or, if a period of more than such twenty (20) days is reasonably required to remedy with reasonable diligence, the matters complained of in such notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion; or,

LEASE AGREEMENT

LESSOR: _____

LESSEE: _____

- (iii) In the event of insolvency shall have occurred with respect to **LESSEE**; or,
- (iv) A breach of any obligation by **LESSEE** which has resulted in cancellation of insurance coverage where **LESSEE** has not prior to or concurrent with such cancellation replaced such coverage with comparable coverage or breach of an obligation where there has been a notice of cancellation of insurance coverage which has not been cured and where **LESSEE** has not, within the period of time set out in such notice (or within ten (10) days where no period is set out therein) replaced such coverage with comparable coverage or which is otherwise a breach of the obligations respecting insurance; or,
- (v) Abandonment of such project by **LESSEE**, or then the CLTC, at its option, may terminate the Lease by notice to **LESSEE**, in which event such termination shall be effective immediately upon the delivery of such notice and may enter upon the property with or without process of law and take possession thereof.

(14) **RIGHT TO CURE DEFAULTS.** Without limiting any other remedies, the CLTC may have arising out of a lease or at law in respect of any default in the performance of **LESSEE**'s obligations under a lease, the CLTC shall have the right, in the case of any default and without any re-entry or termination of a lease, to enter upon the property and cure or attempt to cure such default (but this shall not obligate the CLTC to cure or attempt to cure any such default or, after having commenced to cure or attempt to cure such default, prevent **LESSOR** from ceasing to do so) and **LESSEE** shall promptly reimburse the CLTC any expenses incurred by the CLTC in so

LEASE AGREEMENT
LESSOR: _____
LESSEE: _____

doing and the same be recoverable as rent.

(15) **NO WARRANTY.** LESSOR does not warrant or represent that the real property described above is suitable for the purposes for which it is permitted to be used, nor that LESSEE is specifically entitled to the issuance of any permits necessary to carry out any activity on said real property.

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

(17) **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation shall be binding only if evidenced, in writing, signed by each party or an authorized representative of each party.

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

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

(20) **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of any respective successors of the parties.

LEASE AGREEMENT
LESSOR: _____
LESSEE: _____

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

(22) **PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY.** The parties recognize there may be known or unknown pre-existing conditions on the subject Property, and agree to hold each other harmless from any liability arising out of such conditions.

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

LESSOR:

CHAMORRO LAND TRUST COMMISSION

LESSEE:

GUAM RACING FEDERATION

By _____

Administrative Director

By _____

LEASE AGREEMENT

LESSOR: _____

LESSEE: _____

I MINA' TRENTAI SINGKO NA LIHESLATURAN GUAHAN

2019 _____ Regular Session

BILL NO. _____

Introduced by: _____

**AN ACT TO APPROVE THAT CERTAIN LEASE AGREEMENT
BETWEEN THE CHAMORRO LAND TRUST COMMISSION AND
THE GUAM RACING FEDERATION RELATIVE TO LOT NO.
7161-R1, MUNICIPALITY OF YIGO, GUAM, WHICH LEASE IS
AUTHORIZED BY PUBLIC LAW 34-142.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1: LEGISLATIVE FINDINGS AND INTENT. I Liheslaturan Guahan created the Chamorro Land Trust Commission, and said trust initially only authorized the licensing of properties for commercial purposes. The Chamorro Land Trust Commission and Guam Racing Federation previously entered into a license which authorized the Guam Racing Federation to use Lot No. 7161-R1, Municipality of Yigo, Guam, for the purposes of a racetrack and related facilities. Guam Racing Federation has been diligent in the use of the facility to maximize the license they previously received including construction of a drag strip, an off-road racing facility which brings in

racers from various countries to participate in the Smokin Wheels Off-Road Race and related facilities.

The Guam Legislature has amended the Chamorro Land Trust Act to permit commercial leases of properties. The Guam Racing Federation has indicated a desire to get a commercial lease on the property it has under its existing license. The Guam Racing Federation wishes to add additional racing facilities as well as racing related facilities, but in order for it to be economically viable for the construction of such facilities, Guam Racing Federation needs a fairly long-term Lease. To accommodate this desire, the Guam Legislature passed Public Law 34-142 which was signed into law by the Governor, authorizing a fifty (50) year lease by the Chamorro Land Trust for Lot No. 7161-R1, Municipality of Yigo, Guam.

Guam Racing Federation is a not for profit organization, and the use of the property is not an everyday use. It is used on the weekends for drag racing when it is not raining, and there are specialty events like Smokin Wheels that are hosted there. It is not a facility from which Guam Racing Federation makes significant income, however it provides a great benefit to the community by keeping drag racers off of the highways and provides entertainment and world-wide publicity when events like Smokin Wheels is hosted. I Liheslaturan Guahan recognizes that the size of the facility need be such that the racing can take place safely, however, it is not the type of activity that returns significant income to the Not for Profit Racing Federation.

Section 2: The Lease between Chamorro Land Trust and the Guam Racing Federation, a copy of which is appended and incorporated herein by this reference, is, notwithstanding any other provision of the law, hereby approved by the Guam Legislature.



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

P.O. Box 2950 Hagåtña, Guåhan 96932

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

June 4, 2019

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. Dueñas
Commissioner

Shawntel L. Techaira
Commissioner

Jack E. Hattig III
Administrative Director

To: Henry Simpson
Guam Racing Federation

From: Administrative Director

Subject: Guam Racing Federation's Proposed Commercial Lease

Buenas yan Háfa Adai!

After a thorough review of the propose commercial lease agreement submitted by the Guam Racing Federation (GRF) we have concluded that the Chamorro Land Trust Commission (CLTC) rejects the propose commercial lease agreement due to the fact that it is not in compliance with Public Law 34-142 and §75122, Chapter 75, Title 21, Guam Code Annotated.

For example, Term 3, Compensation states, that year one (1) to five (5) payment would be \$4,000 or "ten percent (10%) of the gross revenues per month, whichever is greater." In accordance with §75122, (c) Lease Agreement Stipulations, (5) Minimum Annual Rent:

"Annual rent shall be no less than ten percent (10%) of the current appraisal of fair market value of the land that is to be leased. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value of the land being leased, but in no event shall rent be lower than the rent charged during the previous five (5) year period. The rent to be charged on any request to exercise an option to renew an existing lease shall also be based on the current appraisal of the fair market value of the land at the time the option to renew is exercised."

Another example, Term 11, Use of Property states, "LESSEE may alter the property in order to make it usable for the purposes state herein. This alteration shall include, but is not limited to, the removal of top soil and/or coral from the Property, re-contouring the Property, and constructing appropriate facilities upon the Property. This activity is not to be construed as mineral extraction as set forth in Public Law 34-142. Fifty percent (50%) or the value thereof, less all engineering costs, shall be the property of LESSOR."

The activity of removal of soil and/or coral from the property is an act of mineral extraction and is prohibited as stated in Public Law 34-142, Section 4, Lease Terms.

Rev. 02/4/2019

Should you have any questions or require additional information, please contact me at 649-5263 ext. 400.

Senseramente,

Jack E. Hattig III

(Above Space for Recordation Only)

CHamoru Land Trust Commission Lease Agreement

THIS LEASE AGREEMENT is made effective as of _____, 2019 by and between the **Chamorro Land Trust Commission** whose mailing address is **P.O. Box 2950, Agana, Guam 96910** (“Lessor”) and **Guam Racing Federation** whose mailing address is **976 Cross Island Road, Apt. C. Santa Rita, Guam 96915** (“Lessee”).

RECITALS

WHEREAS, Lessor has jurisdiction over **Lot No. 7161-R1, Municipality of Yigo, Guam**, by virtue of the “Administrative Transfer of Jurisdiction of Certain Government of Guam Lands” dated January 19, 1994, recorded under Document No. 503740 at the Department of Land Management; and

WHEREAS, Lessee had demonstrated interest to the government of Guam in commercially leasing **Lot No. 7161-R1, Municipality of Yigo, Guam, containing an area of 1,022,012 square meters**, attached herein and referred to as “Exhibit “A” of this
Initials: _____

Agreement, hereinafter referred to as the "PROPERTY" for the purpose of raceway park;
and

WHEREAS, Lessee, realized a need to provide for this raceway park and has organized and registered as a non-profit organization consisting operation of a raceway, related support facilities, and various outdoor events; and

WHEREAS, Lessor has received testimony from Lessee, outlining its continued intentions, present and proposed activities and physical plant layout within the PROPERTY; and

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

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

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

WHEREAS, Lessor has the authority to grant a fifty (50) year lease for such purposes pursuant to Public Law 34-142; and

WHEREAS, on _____, _____, Lessor voted to approve the grant to such lease;

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

Initials: _____

(1) GRANT OF LEASE; DESCRIPTION OF PREMISES

Lessor hereby grants to Lessee a lease to occupy and use, subject to all of the terms and conditions of this Agreement, the following described real PROPERTY:

Lot 7161-R1, Municipality of Yigo, Guam, as delineated in that certain sketch marked Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference.

In order to comply with federal law and regulations, and to protect public safety, Lessee may use any and all reasonably appropriate means of restricting public access to Lessee's equipment and/or facilities temporarily placed on said property; provided, however, the Lessor shall have the right to itself and to the agents and representatives of the government in which said leased PROPERTY are situated, to enter and cross any portion of said leased PROPERTY for the purpose of performing any public or official duties; provided, further, in the exercise of such rights, the Lessor shall not unreasonably interfere with the Lessee's business activities and use of the PROPERTY.

(2) TERM

Except as otherwise provided herein, the term of this Agreement shall be for a period not to exceed five (5) years, commencing _____, 2019 (the "Commencement Date") and ending at midnight on _____, 2023 (the "Termination Date").

(3) OPTION TO EXTEND

Lessee shall have the right to extend the term of this Agreement upon the same terms, covenants and conditions as herein contained, except as otherwise provided herein, for nine (9) successive additional periods of five (5) years each from and after the Termination Date hereof. In order to exercise said option to extend; Lessee shall deliver to Lessor written notice of the intent to extend the term, no later than sixty (60) days

Initials: _____

before the end of the then-current term of the Agreement. In no event shall the term of this Agreement and any extensions thereof exceed fifty (50) years.

(4) LIMITATION TO DESCRIBED PURPOSE

The PROPERTY may be occupied and used by lessee solely for the activities proposed by Lessee and for incidental purposes related to **operation of a raceway, related support facilities, and various outdoor events** from the Commencement Date, and continuing until this agreement is terminated as provided herein. In no event shall lessee begin any required leased activity without obtaining all requisite authorization and permits from the appropriate government of Guam or federal agency or authority.

(5) COMPENSATION

Lessor and Lessee expressly acknowledge that base rent for this lease shall be equal to **ten percent (10%)** per year of the fair market value of the PROPERTY, and that the initial fair market value will be determined and mutually agreed upon to be the average of two appraisals. Furthermore, Lessee will be responsible for the expenses of the appraisals. One appraiser will be the choice of the Lessee and the other of the Lessor.

Lessor and Lessee agree that the fair market value is to be \$ _____.

- a) The initial yearly rental fee is _____ (\$ _____), based upon the fair market rental value of the leased property. The monthly fee is payable monthly in the amount of \$ _____, due on the beginning term of the lease and monthly thereafter.
- b) If Lessee shall exercise its option to extend the term of the Agreement, a rent escalation of one percent (1%) will occur after the first initial five years of the lease and shall escalate one percent escalate every five years thereafter based on the fair market value at the time the option to renew is exercised. But in no event shall the rent be less than the previous five years. Lessee will be required to conduct two appraisals and be responsible for all expenses related to the appraisals. One appraiser will be the choice of the Lessee and the other the Lessor.

Initials: _____

- c) Lessor and Lessee expressly acknowledge that participation rent for this lease shall be equal to **five percent (5%)** of the revenues generated above a mutually agreed threshold. Participation rent payment shall be applicable from the fifth (5th) anniversary date to the last day of the lease. The annual participation rent shall be made in four (4) equal quarterly installments.
- d) All rent in arrears shall bear interest at a rate of four percent (4%) per annum in excess of the prime rate, calculated daily and compounded monthly, without demand, from the date it should have been paid to CLTC until actual payment to CLTC.
- e) Lessee may request to develop a payment plan for back rent and shall submit in writing with the reasons for the request. In addition, lessee shall submit a copy of its audited financial statements covering the previous three (3) year period Payment plans must include a provision for payment of interest on the unpaid balance. In addition, payment plans must contain the requirement that late fees using the industry standard be paid, in the event the lessee does not make payments as scheduled, and if the lessee is not deemed to be in breach of the lease. Financial institutions must be provided with copies of approved payment plans if estoppel, mortgage or other such agreements require such notification. To the extent possible, payment plans for outstanding rent must be paid off within the fiscal year.

(6) SUBLEASE

Lessee is granted the ability to sublease for the purposes related support facilities, various outdoor events, and other related establishments with the approval of the CLTC board. Lessor and Lessee shall share fifty/fifty (50/50) of sublease rental fee.

(7) TAXES AND FEES

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

Initials: _____

(8) NO INTEREST IN REAL PROPERTY

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

(9) ASSIGNMENT OF RIGHTS

The rights of Lessee under this Agreement are personal to Lessee and may not be transferred or assigned to any other person, firm, corporation or other entity.

(10) INDEMNIFICATION OF LESSOR

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

(11) NO WARRANTY

Lessor does not warrant or represent that the real property described above is suitable for the purposes for which it is permitted to be used, nor that the Lessee is specifically entitled to the issuance of any permits necessary to carry out any activity on said real property.

(12) MINERAL EXTRACTION

Lessee is not authorized to conduct any mineral extraction activities on leased property.

Initials: _____

(13) IMPROVEMENTS TO PROPERTY

Any improvements made to or upon the real property shall belong in title to the Lessor upon termination or expiration of the lease, and that any removal required by the Lessor of improvements or items remaining on the property shall be the responsibility of the Lessee at no cost to the Lessor. Furthermore, Lessor may require Lessee to restore the land to baseline levels established at the start of their lease or license and shall bear all expenses relating to such restoration.

(14) PROCESSING FEES

Lessee shall pay for those expenses associated with the processing of leases, amendments, assignments, estoppels, consents or other such documents, including, but not limited to, attorney's fees, appraisal fees, title report fees, survey fees, credit report fees, recording fees, and documentation fees, but not including Lessor's staff time. Payment of fees shall be made prior to document recordation or pick up.

(15) BUSINESS LICENSE

Lessee must be licensed to do business in Guam prior to the execution of a lease and must maintain a valid license to do business in Guam during the term of this lease.

(16) ENVIRONMENTAL SITE ASSESSMENT

Lessee shall be required to prepare at their own expense, a Phase I Environmental Site Assessment (ESA) of the leased property to serve as a baseline of conditions at the site prior to the start of the lease. The comprehensiveness of the assessment shall be determined by CLTC in collaboration with the Guam Environmental Protection Agency. The Phase I ESA shall be referenced in any lease or license agreement for the property. Prior to the issuance of any agreement, tenants or prospective tenants must conduct a Phase I ESA of the site at tenant's expense.

Initials: _____

(17) COMPLIANCE WITH ENVIRONMENTAL LAWS

Lessee must ensure that all activities on leased or licensed property shall be in compliance and maintained in accordance with existing environmental laws. Failure to comply with environmental laws shall be a material default by tenant.

(18) EVENT OF DEFAULT

Any of the following events shall constitute (each an "Event of Default by Lessee"):

- a) If rent or any part thereof shall not be paid on any day when such payment is due, CLTC may, at any time thereafter, give notice of such failure to the Lessee, and if the failure is not remedied by the Lessee within five (5) days after the giving of such notice; or
- b) If the Lessee shall fail or neglect to perform or comply with any of the terms, covenants or conditions contained in the lease (other than the covenants to pay rent) on the part of the Lessee to be performed or observed, CLTC may, at any time thereafter, give notice of such failure or neglect to the Lessee:
 - i. If the matter complained of in such notices is capable of being remedied by the payment of money, has not corrected the matter complained of within a period of five (5) days after the giving of such notice; or
 - ii. If the matter complained of in such is not capable of being remedied by the payment of money has not corrected the matter complained of within a period of twenty (20) days after the giving of such notice, or if a period of more than such twenty (20) days is reasonably required to remedy, with reasonable diligence, the matters complained of in such notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion; or
 - iii. If an event of insolvency shall have occurred with respect to the Lessee; or
 - iv. A breach of an obligation by the Lessee which has resulted in cancellation of insurance coverage where the Lessee has not prior

Initials: _____

to or concurrent with such cancellation replaced such coverage with comparable coverage or breach of an obligation where there has been a notice of cancellation of insurance coverage which has not been cured and where the Lessee has not, within the period of time set out in such notice (or within ten (10) days where no period is set out therein) replaced such coverage with comparable coverage or which is otherwise a breach of the obligations respecting insurance; or

- v. Abandonment of the project by the Lessee.

(19) RIGHT TO CURE DEFAULT

Without limiting any other remedies the CLTC may have arising out of a lease or at law in respect of any default in the performance of the Lessee's obligation under a lease, the CLTC shall have the right, in the case of any default and without termination of a lease, to enter upon the property and cure or attempt to cure such default (but this shall not obligate the CLTC to cure or attempt to cure any such default or, after having commenced to cure or attempt to cure such default, prevent the Lessor from ceasing to do so) and the Lessee shall promptly reimburse to the CLTC any expense incurred by the CLTC in so doing and the same shall be recoverable as rent.

(20) TERMINATION

This Agreement may be terminated by either party on one hundred eighty (180) days prior written notice to the other party without cause, or on ninety (90) days written notice for cause. For purposes of this Agreement, cause shall mean the non-compliance of any provisions of this Agreement, the Chamorro Land Trust Act, or any adjudicated regulations of the Lessor. Pursuant to 34-142 the term of this Agreement shall be for a period not to exceed fifty (50) years. Upon termination by notice for cause for non-compliance of any provisions of this Agreement, the Chamorro Land Trust Act, any adjudicated regulations of the Lessor, or expiration of fifty (50) years, this Agreement shall become null and void, except that either party may enforce any and all obligations of Lessee arising out of acts or failure to act, occurring prior to such termination.

Initials: _____

(21) ENTIRE AGREEMENT

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

(22) MODIFICATION OF AGREEMENT

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

(23) GOVERNING LAW

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

(24) NO WAIVER

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

(25) BINDING EFFECT

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

(26) NOTICES

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

Initials: _____

(27) INDEMNIFICATION OF CHAMORRO LAND TRUST COMMISSION

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

(28) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Lessee and all sublessees will procure, at its own cost and expense and keep in force during said term for the mutual benefit of Chamorro Land Trust Commission and Lessee, a policy of comprehensive liability insurance in such form and with such insurance company as Chamorro Land Trust Commission shall approve, with minimum limits for injury or death to one person and for any one occurrence, and a policy in the sum of \$100,000.00 insuring against the claims of third persons for property damage. Said policy or policies or copies thereof must be deposited with the Chamorro Land Trust Commission and must cover the PROPERTY, including entrances to the PROPERTY and sidewalks and parking areas adjacent to the PROPERTY. Chamorro Land Trust Commission may review the foregoing limits of coverage and require increases therein but shall not require increases more frequently than annually. Said policy or policies shall also contain a clause stating that the insurer will not cancel or change insurance coverage without first giving Chamorro Land Trust Commission and Lessee thirty (30) days prior written notice of such change or cancellation.

(29) PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY

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

Initials: _____

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

Lessor:

Lessee:

Jack E. Hattig, III
Administrative Director
Chamorro Land Trust Commission

Representative
Guam Racing Federation

Date: _____

Date: _____

ACKNOWLEDGEMENT

On this _____ day of _____, 2019, before me the undersigned notary personally appeared **Jack E. Hattig, III , Administrative Director**, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

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

NOTARY PUBLIC

Initials: _____

ACKNOWLEDGEMENT

On this _____ day of _____, 2019, before me the undersigned notary personally appeared **Representative, Guam Racing Federation**, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

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

NOTARY PUBLIC

Initials: _____

395666

SUBJECT LOT 7161

VICINITY MAP
1:1 TO SCALE

REFERENCES:

1. L.M. 204-P71 BY JUAN MESA LEPEZ, DOCS 07284
2. L.M. 204-P72 BY UREO TORRES LEPEZ, DOCS 25939
3. L.M. 204-P73 BY ROBERT BEAL LEPEZ, DOCS 25940
4. L.M. 204-P74 BY ROBERT BEAL LEPEZ, DOCS 25941
5. L.M. 204-P75 BY A.C. SIAMAL LEPEZ, DOCS 30179
6. L.M. 204-P76 BY A.C. SIAMAL LEPEZ, DOCS 30179
7. L.M. 204-P77 BY A.C. SIAMAL LEPEZ, DOCS 30179
8. U.S. NAVY AERIAL PHOTOGRAPHIC SURVEY FOR MARCO BASE
9. U.S. NAVY AERIAL PHOTOGRAPHIC SURVEY FOR MARCO BASE
10. U.S. NAVY AERIAL PHOTOGRAPHIC SURVEY FOR MARCO BASE

CERTIFICATE OF SURVEYOR
I, AMOS E. COFFETT, HEREBY CERTIFY THAT THIS MAP WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT IT IS BASED ON A FIELD SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE MEASUREMENTS AND CALCULATIONS HAVE BEEN SET AS SHOWN HEREON.

AMOS E. COFFETT, S.L.S. NO. 65
DATE: 12-16-1987

APPROVAL PURSUANT TO PUBLIC LAW 616, TITLE 15, GOVT OF GUAM CODE
DIRECTOR OF LAND MANAGEMENT: [Signature]
DATE: 12/21/87

APPROVAL PURSUANT TO PUBLIC LAW 616, TITLE 15, GOVT OF GUAM CODE
APPROVER: [Signature]
DATE: 12/21/87

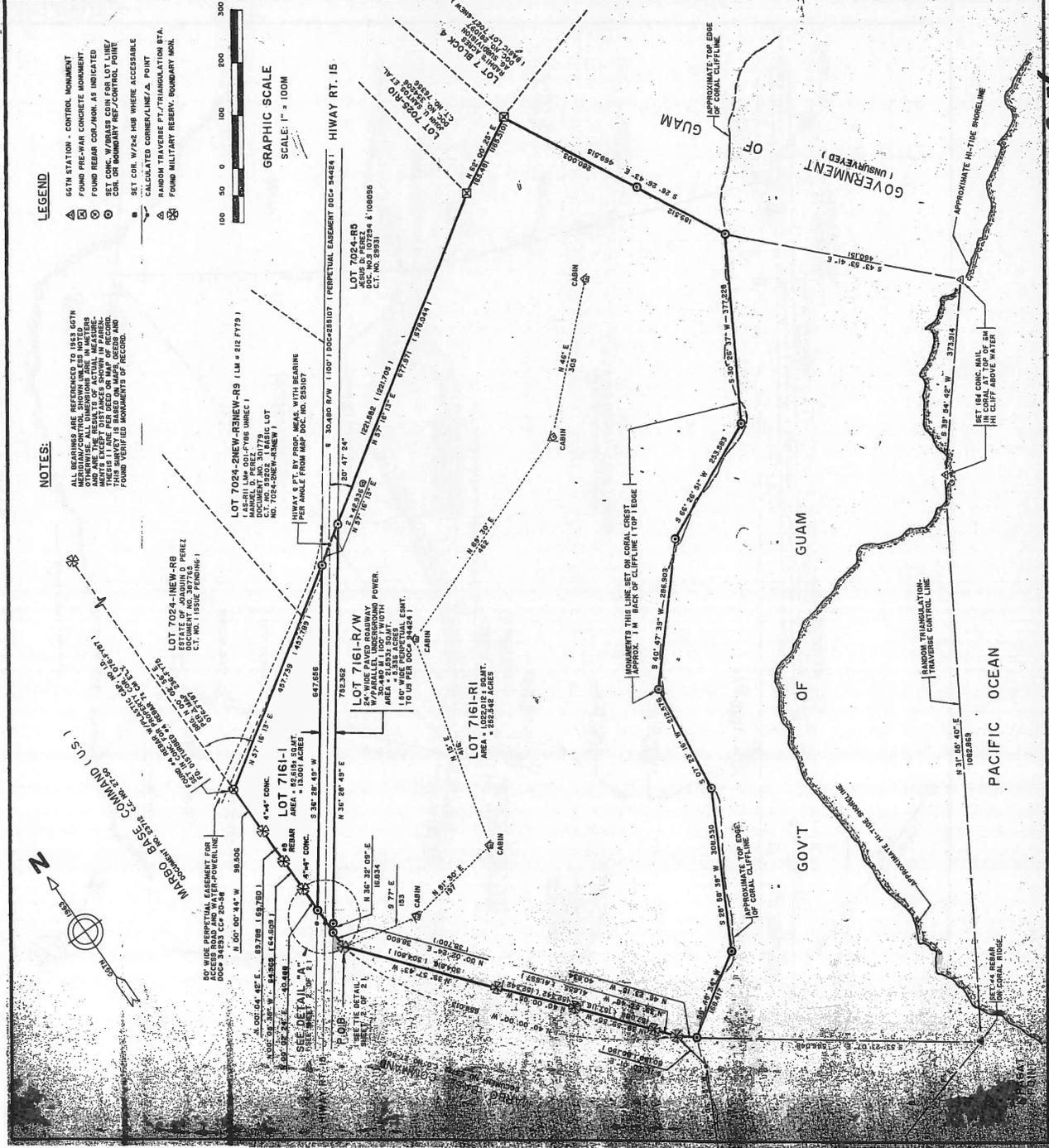
REVISION

REVISION	DESCRIPTION	BY	APPROVED DATE
1	ADDITIONAL PLANS	[Signature]	12/21/87

PARCEL SURVEY MAP OF LOT 7161
MUNICIPALITY OF YIGO

AMOS E. COFFETT
REGISTERED MAP SURVEYOR No. 65

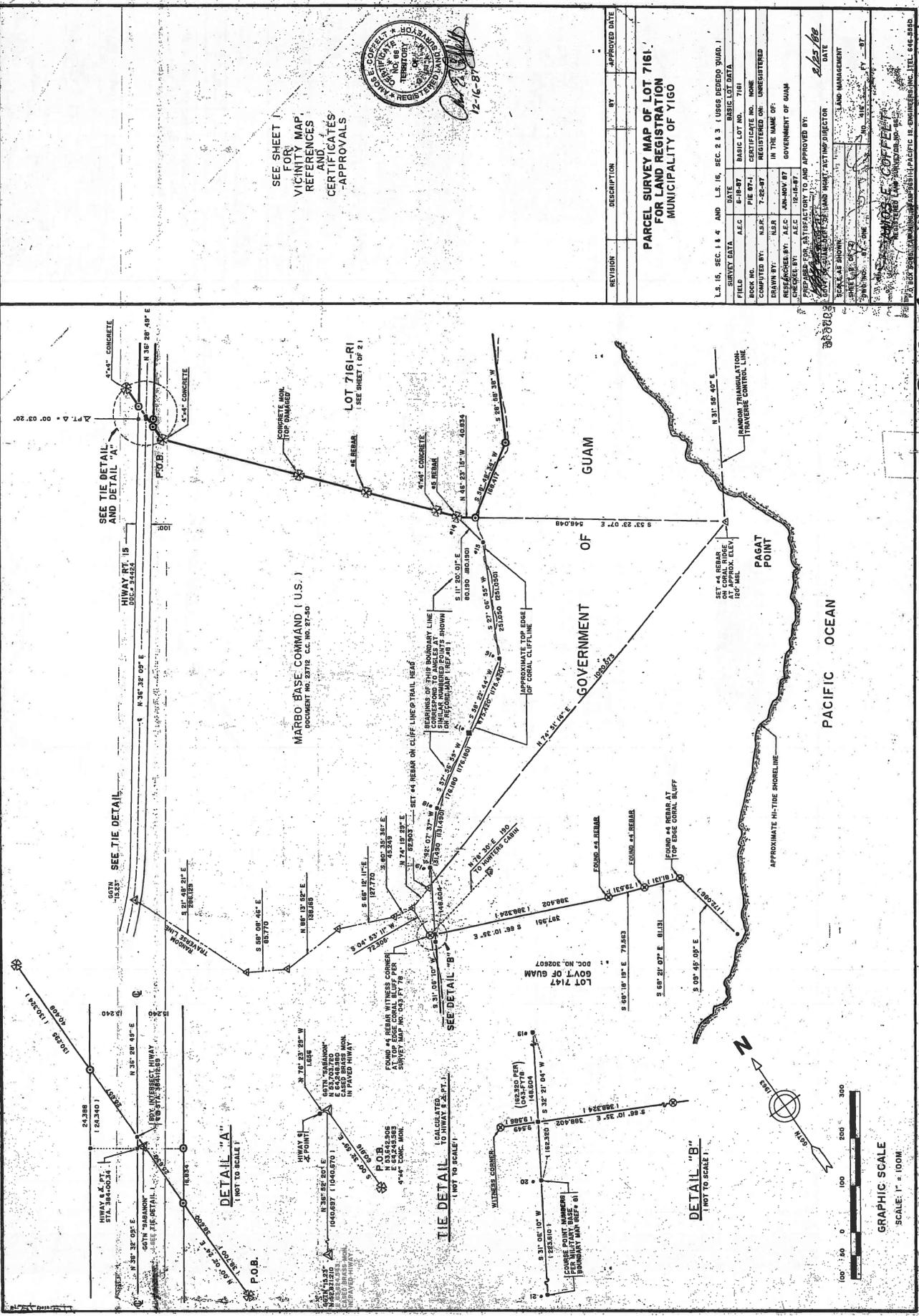
P.O. BOX 0065, TAMUNING, GUAM 98111 PACIFIC ENGINEERS INC. 125-546-5595



JOB. NO. 421-2-88 14-881301 395666

5958 1/2

1/2 5958



SEE SHEET FOR VICINITY MAP REFERENCES AND CERTIFICATES - APPROVALS



REVISION	DESCRIPTION	BY	APPROVED DATE

PARCEL SURVEY MAP OF LOT 7161-R1 FOR LAND REGISTRATION MUNICIPALITY OF YIGO

L.S. 15, SEC. 1 & 4 AND L.S. 16, SEC. 2 & 3 (USGS DEEDS QUID. I)

SURVEY DATA		BASIC LOT DATA	
FIELD	A.E.C.	E-18-87	BASIC LOT NO. 7161
BOOK NO.	N.J.R.	7-22-87	CERTIFICATE NO. NONE
DRAWN BY: N.S.R.		REGISTERED OR: UNREGISTERED	
CHECKED BY: A.E.C.		IN THE NAME OF: GOVERNMENT OF GUAM	
DATE: JAN-NOV 87		DATE: 8/25/88	

PREPARED FOR: PARTICIPATORY TO AND APPROVED BY: [Signature]

DATE: 8/25/88

SCALE AS SHOWN: 1" = 100'

LAND MANAGEMENT

595572 JOB NO. 421-2-88 I-4-88T30 385860

FORMER LAND FOR LANDLESS UPDATE

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
June 6, 2019

LAND FOR THE LANDLESS

Document No. 930228 GOV/FEMA Emergency Housing Project, Municipality of Dededo

10 = Lots Transferred to CLTC
10 = Lots are available for CLTC's Disposition

Document No. 930229 Ija Land for the Landless Subdivision, Municipality of Inarajan

103 = Lots Transferred to CLTC
93 = Lots are available for CLTC Disposition
10 = Lot were inadvertently transferred, these 10 lot are lots that have been fully paid for, and should have not been transferred.

Document No. 930330 Pigua, Land for the Landless Subdivision, Municipality of Merizo

36 = Lots Transferred to CLTC
35 = Lots are available for CLTC Disposition
1 = lot was inadvertently transferred, this lot has been fully paid for, and should have not been transferred

Document No. 930231 Talofofa Land for the Landless Subdivision, Municipality of Talofofa

12 = Lots Transferred to CLTC
10 = Lots are available for CLTC Disposition
2 = Lots need verification (structures are situated on lots)

Document No. 930232 Umatac Land for the Landless Subdivision, Municipality of Umatac

16 = Lots Transferred to CLTC
16 = Lots are available for CLTC Disposition

164 = Total lots within the Land for the Landless subdivisions are available for CLTC's disposition.

Kumision Inangokkon Tåno' Chamoru
(Chamoru Land Trust Commission)

Financial Report

1. Current Status Update



PENDING REPORT
