Gmail

Benjamin J.F. Cruz <senator@senatorbjcruz.com>

2017May18 CLTC Board Meeting Packet

2 messages

Ruth S. Sakuma <Ruth.Sakuma@land.guam.gov> Wed, May 24, 2017 at 4:00 PM
To: "Honorable Benjamin J.F. Cruz" <senator@senatorbjcruz.com>
Cc: Margarita Borja <Margarita.Borja@land.guam.gov>

Please see the attached Chamorro Land Trust May 18, 2017 Board Meeting Packet.

Call or email if you should have any questions.

Thank you.

Ruth S. Sakuma

Administrative Assistant

Chamorro Land Trust

Department of Land Management

Phone: (671) 649-5263 x617

Fax: (671) 649-5383

Check Your Property On Guam Land App

Website: www.dlm.guam.gov

Speaker Benjamin J.F. Cruz
MAY 24 2017
Time: 400 ( ) AM / PM File No.
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7450K

Benjamin J.F. Cruz <senator@senatorbjcruz.com> Wed, May 24, 2017 at 4:37 PM
To: Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: "<rennae@guamlegislature.org>" <rennae@guamlegislature.org>, BENJAMIN CRUZ <speaker@senatorbjcruz.com>

5/24/2017	5/24/2017	Chamorro Land Trust Commission	2017May18 CLTC Board Meeting Packet *Emailed	34-17-560

[Quoted text hidden]

Speaker Benjamin J.F. Cruz
I Mina'trentai Kuåttro Na Liheslaturan Guåhan
T 671-477-2520 | F 671-477-2522
http://www.senatorbjcruz.com

CLTCpacket5.18.17.pdf
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0560

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagâtña, Guåhan 96932 Phone: 649-5263 ext. 400 Fax: 649-5383

Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman

Joseph I. Cruz
Vice Chairman

Amanda L.G. Santos
Commissioner

Pascual V.A. Sablan
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

May 24, 2017

TO: Honorable Eddie Baza Calvo
Governor of Guam

FR: Michael J.B. Borja
Director

RE: CLTC Board Meeting of May 18, 2017

Pursuant to Public Law 31-233, transmitted herewith is the Chamorro Land Trust Commission Board meeting packet of May 18, 2017.

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

MICHAEL J.B. BORJA
Director

cc: Honorable Speaker Benjamin J.F. Cruz,
Speaker 34th Guam Legislature.

Chamorro Land Trust Commission
Kumision Inangokkon Tano' Chamoru

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(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

REGULAR BOARD MEETING
AGENDA

Department of Land Management Conference Room
3rd Floor, ITC Building, Tamuning
Thursday, May 18, 2017, 1:00 PM

Public Notice: The *Guam Daily Post* on May11, 2017 and May 16, 2017

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES: March 16, 2017 Meeting

IV. PUBLIC COMMENTS

V. OLD BUSINESS
1. $350k for Survey
2. UOG Fadian Hatchery
3. GWA/GPA Payments
4. MOUs- GEDA
5. PBS Guam KGTF - Terms of Agreement
6. Hatdin Amot Chamoru
7. Strategic Plan – Progress Report

VI. NEW BUSINESS
1. Guam Rugby Club – Request for Extension Lot no. 10057 New 5 Dededo
2. Loan Guaranty – Natasha Cruz $129,000
3. Alvin C. Toves – Additional Acreage

VII. DIRECTOR'S REPORT
1. Revenue Collection Report for March & April 2017
2. To date Budget Burn Rate
3. Chamorro Land Trust Fund Lock Box Resolution
4. ITC Building Office Lease

VIII. COMMISSIONERS' COMMENTS

IX. ADJOURNMENT

Rev. 4/4/2016

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

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Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

COMMISSION MEETING ATTENDANCE SHEET

Date: ~~**April 20, 2017**~~ 5|18|17

Time: 1:01 p.m. **Adjournment:** 3:45 p.m.

Place of Meeting: CLTC Conference Room, 3rd Floor

NAME:	TITLE:	SIGNATURE:
1. G. PIKA FEJERAN	Chairwoman	
2. JOSEPH I. CRUZ	Vice Chairman	
3. AMANDA L.G. SANTOS	Commissioner	
4 PASCUAL V.A. SABLAN	Commissioner	
5. (Vacant)	Commissioner	
6. NICOLAS TOFT	Legal Counsel	
7. MICHAEL BORJA	Administrative Director	

Staff:

1._____ 7._____

2._____ 8._____

3._____ 9._____

4._____ 10._____

5._____ 11._____

6._____ 12._____

Rev. 3/9/2017

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guam 96932 Phone: 649-5263 ext. 617 Fax: 649-5383

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Amanda L.G. Santos
Commissioner

Pascual V.A. Pascual
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

VISITORS' SIGN IN SHEET

CLTC Board Meeting

Date: ~~**April 20, 2017**~~ 5/18/17

NAME (Please print)	Contact#
accompanied by daughter	
EDWARD T. CRUZ	
Natasha ND. CRUZ	
ALVIN C. TOVES	
Frank Cabrera	
JOSEPH M. BORJA/office of Sen. Tiem Ada	

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

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Vice Chairman

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Commissioner

Pascual V.A. Sablan
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

PUBLIC COMMENTS SIGN IN SHEET

CLTC Board Meeting

Date: ~~**April 20, 2017**~~ 5/18/17

NAME (Please Print)
Frank Cabrera
Edward T. Cruz

Rev. 3/9/2017

Why the CIA is using your TVs, smartphones and cars for spying

By Craig Timberg, Ellen Nakashima and Elizabeth Dwoskin
The Washington Post

The latest revelations about U.S. government's powerful hacking tools potentially takes surveillance right into the homes and hip pockets of billions of users worldwide, showing how a remarkable variety of every day devices can be turned to spy on their owners.

Televisions, smartphones and internet-connected vehicles are all vulnerable to CIA hacking, according to the Wikileaks documents released Tuesday. The capabilities described include recording the sounds, images and the private text messages of users, even when they use encrypted apps to communicate. Vehicles, meanwhile, are vulnerable to a remote hacker gaining control, allowing "nearly undetectable assassinations."



HEADQUARTERS: *The lobby of the CIA Headquarters Building is pictured in Langley, Virginia, U.S. on Aug. 14, 2008. Reuters*

'Weeping Angel' turns TVs into CIA bugs

In the case of a tool called "Weeping Angel" for attacking Samsung SmartTVs, Wikileaks wrote, "After infestation, Weeping Angel places the target TV in a 'Fake-Off' mode, so that the owner falsely believes the TV is off when it is on. In 'Fake-Off' mode the TV operates as a bug, recording conversations in the room and sending them over the internet to a covert CIA server."

The documents, which The Washington Post has not independently confirmed, list supposed tools for cracking into such widely popular devices as Apple's iPhone or the Android smartphones whose operating system is made by Google

By targeting specific devices with malware, the CIA could gain access to even well-encrypted communications, on such popular apps as Signal and WhatsApp, without having to crack the encryption itself. The Wikileaks reports appears to acknowledge that difference by saying the CIA "bypassed" as opposed to defeated encryption technologies.

Devices are more vulnerable than the internet

Privacy experts say the CIA may have been forced into focusing on vulnerable devices because the Internet overall has become more secure through more widespread deployment of encryption. In this new world, devices have become the most vulnerable link.

"The idea that the CIA and NSA can hack into devices is kind of old news," said Johns Hopkins cryptography

CIA continued on page 15

Guam Chapter, 3rd Marine Division Association

Statement of Financial Position
As of December 31, 2016

Assets:	
Cash and cash equivilents	$ 2,148.18
Total Assets	$ 2,148.18
Net Assets:	
Unrestricted	$ 2,148.18
Total Net Assets	$ 2,148.18

Statement of Activities

Revenue:	
As of December 31, 2016	
MC BBall Ticket sales	$ 20,881.00
Contributions, gifts, and grants	$ 666.00
Member dues	$ 20.00
Total Revenues	$ 21,547.00
Expenditures:	
Ad (The Post) Annual Financial	$ 180.00
I wo Jima Re-union of Honor	$ 300.00
MC JROTC Okkodo High School	$ 600.00
Liberaton Eve BBQ	$ 250.00
Marine Corps Birthday Ball	$ 21,566.00
Total Expenditures	$ 22,896.00
Change in net assets	($ (1,349.00)
Net assets at the beginning of the year	$ 3,497.18
Net assets at the end of the year	$ 2,148.18

Kumision Inangokkon Tano' Chamoru
Chamorro Land Trust Commission

The Chamorro Land Trust Commission Board Meeting will be held on **THURSDAY, MARCH 16, 2017 at 1:00 pm**, Department of Land Management conference room, 3rd Flr. of the ITC Building 590 S. Marine Corps Drive, Tamuning.

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

This ad paid for by Government funds.

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General Contractor
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Email: main@coretechintl.com

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34GL-17-0560.*

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This ad paid for by Government funds.

PUBLICATION NOTICE

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

JEONG HEE YOO
dba: MYUNG GA RESTAURANT

has applied for a Class: 4 / General On Sale Alcoholic Beverage License said premises being marked as Lot: 5162-2-3-R3 Unit #8

Chinese Ladies Association of Guam

P.O. Box 6855, Tamuning, Guam 96931-6855

Statement of support, Revenues and Expenses
For the Year Ended April 30, 2016

Public Support and Revenues:	
Membership Dues	$ 1,600.00
Dinner and Activities	$ 7,832.00
Donations Received	$ 100.00
Collections from Dance/Yoga Classes	$ 388.00
Total Public Support and Revenues	**$ 9,920.00**
Expenses:	
Donations to Various Guam Charities	$ 4,200.00
Flowers, Gifts, Awards, Condolences	$ 497.00
Festival Activities & Entertainment Expenses	$ 17,099.12
Printing, supplies, check orders	$ 513.18
Postal Box Rental, Postage	$ 68.00
Yoga Teacher Fee	$ 570.00
Total Expenses	**$ 22,947.30**
Net Deficit for the Year Ended April 30, 2016	($ 13,027.30)

THE KOREAN WOMEN'S ASSOCIATION OF GUAM

Statement of Activities
Year Ended December 31, 2016

	Unrestricted
Revenues:	
Membership dues	$ 150
Donations and Fundraising	126,180
Interest income	59
Total revenues	126,389
Expenses:	
Program services	47,183
Fundraising expenses	64,276
General and administrative	17,600
Total expenses	129,059
Change in net assets	(2,670)
Net assets, beginning of year	133,396
Net assets, end of year	$ 130,726

Statement of Financial Position
December 31, 2016

Assets:	
Cash	$ 52,914
Property and eqiupment, net	77,812
Total assets	$ 130,726
Net assets:	
Unrestricted	$ 130,726
Total net assets	$ 130,726

I Mina'Trental Kuåttro na Liheslaturan Guåhan
34th Guam Legislature
Office of Senator Michael F.Q. San Nicolas
Committee on General Government Operations, & Federal, Foreign, and Regional Affairs
DNA Building, 238 Archbishop Flores St. Suite 407
Hagåtña, Guam 96910



Thursday, March 16, 2017
10:30AM
I Liheslaturan Guåhan Public Hearing Room, Guam Congress Building, Hagåtña, Guam

Bill No. 23-34 (COR): Introduced by Senator Michael F.Q. San Nicolas AN ACT TO ADD A NEW § 3132 TO ARTICLE 1 CHAPTER 3, TITLE 5, GUAM CODE ANNOTATED; RELATIVE TO THE ESTABLISHMENT OF OPERATIONAL CONTINUITY PLANS FOR EACH AGENCY OF THE GOVERNMENT OF GUAM.

Bill No. 29-34 (COR): Introduced by Senator Michael F.Q. San Nicolas AN ACT TO ADD A NEW § 40145 TO ARTICLE 1, CHAPTER 40, DIVISION 4, TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO REQUIRING THAT GAMING ACTIVITIES AUTHORIZED DURING VILLAGE FIESTAS BE CONDUCTED WITHIN THE LEGAL BOUNDARIES OF THE RESPECTIVE VILLAGE.

Resolution No. 27-34 (COR): Introduced by Senator Michael F.Q. San Nicolas RELATIVE TO RECOGNIZING THE WE THE PEOPLE PROJECT FOR ADVANCING VOTING RIGHTS FOR THE PEOPLE OF GUAM AND OTHER TERRITORIES BY REPRESENTING LUIS SEGOVIA AND THE OTHER PLAINTIFFS IN SEGOVIA V. CHICAGO BOARD OF ELECTIONS COMMISSIONERS; AND DOES FURTHER COMMEND THEM FOR ADVOCATING FOR THE VOTING RIGHTS OF THE PEOPLE OF GUAM, THE OTHER TERRITORIES, AND THE DISTRICT OF COLUMBIA.

If you require any special accommodations, auxiliary aids, or other special services, or for further information, please contact the Office of Senator Michael F.Q. San Nicolas at 472-6453.

This ad is paid with government funds.

YMLG LADIES AUXILIARY

c/o P.O. BOX 5526, HAGATNA, GUAM 96910

FINANCIAL STATEMENT
For the year ended December 31, 2016

Assets	
Cash in Bank	$ 3,497.89
Total Assets	$ 3,497.89
Liabilities	$ 0.00
Net Assets, Unrestricted	$ 3,497.89
Total Liabilities and Net Assets	**$ 3,497.89**

STATEMENT OF ACTIVITIES

Support & Revenue:	
Membership dues	$ 550.00
Contributions/Fund Raising	$ 2,322.00
Bank Interest	$ 10.74
Total Supports and Revenues:	$ 2,882.74
Expenditures:	
Fundraising, Printing, Box Rental	$ 453.00
Donations	$ 779.78
Bank Fees-Service Charge	$ 19.48
Other Expenses	$ 1,130.19
Total Expenditures	$ 2,382.45
Net Assets Beginning of the Year	$ 2997.60
Net Assets End of the Year	**$ 3,497.89**

Doc. No. 34GL-17-0300.

CLTC Commission Meeting Minutes
March 16, 2017

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 649-5263 ext. 400 Fax: 649-5383

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Pascual V.A. Sablan
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

COMMISSION MEETING MINUTES

Department of Land Management Conference Room
3rd Flr., ITC Buidling, Tamuning
Thursday, March 16, 2017; 1:10 p.m. – 4:15 p.m.

I. CALL TO ORDER

Meeting was called to order at 1:10 p.m. by Chairwoman Pika Fejeran.

II. ROLL CALL

Present were Commissioner Amanda Santos, Commissioner Pascual V.A. Sablan, Administrative Director Michael Borja, Legal Counsel Nicolas Toft, and Chairwoman Pika Fejeran.

Chairwoman Pika Fejeran: Extended her welcome to the new legal counsel Nicolas Toft.

III. APPROVAL OF MINUTES – February 16, 2017 Board Meeting

Chairwoman Pika Fejeran moved for the approval of Regular Meeting Minutes of February 16, 2017. The Public Notices was posted on the Guam Daily Post on March 9, 2017 and March 14, 2017. There were no questions or comments. Commissioner Pascual Sablan moved for the Minutes to be approved subject to corrections. Commissioner Amanda Santos second. There were no objections and the Minutes was approved.

IV. PUBLIC COMMENTS

1. Franklin Cruz – Requesting additional acreage

Chairwoman Pika Fejeran: Next item on the agenda I have Public Comments and I have the Public Comments sign-in sheet up here. Mr. Cruz (Franklin Cruz). Please join us up here sir. Have you had a chance to look at our agenda? Is your topic on our agenda today? Or is this separate?

Franklin Cruz: Separate.

Chairwoman Pika Fejeran: Please state your name for the record.

Franklin Cruz: My name is Franklin Cruz. I am farming in *Chalan Pa'lao'an*

since '95. They gave me one hectare. As the year go by, I continue to add to my farming, I asked for additional acre and they gave it to me in 2013. I did not know that the acre they gave me was in the back, but I applied for the front. I continue to clean and farm on the land. In 2015 I retired from the Guam Waterworks so I'm looking forward to farming some more. You know about the system of the water that I applied for?

Administrative Director Michael Borja: Have you worked with anybody?

Franklin Cruz: Yes.

Glenn Eay (CLTC): I did the compliance on Monday. We receive a call that there were two meters in one lot on his property 10164-7 only to find out that his lot was 2 separate lot. We didn't know that he also own the front part of the property so after my inspection and I did the GPS I then told him your lease do not include the front, only the back. So this is why we are here today before the commission asking if you can give him the acreage. As far as the compliances his property met. His compliance is two acres and he wants additional acreage.

Chairwoman Pika Fejeran: This is an agriculture lot?

Glenn Eay (CLTC): Agriculture, yes.

Chairwoman Pika Fejeran: Thank you sir for coming forward today please keep working with Glenn so the next meeting we can have the full Staff Report to see where you are and if there's something we can do.

Administrative Director Michael Borja: Can I just ask a question? You already have one hector?

Franklin Cruz: One acre, I'm sorry.

Administrative Director Michael Borja: and then the application gave you what, more?

Franklin Cruz: No I was applying additional so in 2015

Administrative Director Michael Borja: were we just legitimizing the LUP of the acre?

Mathew Leon Guerrero (CLTC): What happened here was while working with GWA and GPA I received an email message from GWA questioning can Mr. Cruz have two residential water meter on his agriculture lease? That's why I sent downstairs because…I drove by there and there is a house here (pointed at the map) and this is where he's at there's a residential water and power feeding this house and there's a container home here that was placed by Mr. Cruz. It has a separate water and power meter that was feeding it. Although I sent the messages that he's not allowed to have two residential meters in his agricultural lease property. I believe they terminated the water services already and I'm waiting for confirmation from GPA as to whether they terminated the second power meter

that's feeding the container home that was put out here. That's what transpired of Mr. Cruz's situation and why I sent Glenn out to do a Compliance Inspection in the area.

Chairwoman Pika Fejeran: Did you survey your property back when the lease was issued?

Franklin Cruz: The one in the back I did survey, yes.

Chairwoman Pika Fejeran: So this was…that's highlighted that's the one that he's actually leased?

Mathew Leon Guerrero (CLTC): Yes, and the full concrete house there and the lot in the front is a container home that was placed there.

Chairwoman Pika Fejeran: And that's not his lease.

Mathew Leon Guerrero (CLTC): Yes

Chairwoman Pika Fejeran: So sir, your lease is just for this portion?

Franklin Cruz: Yes, ma'am.

Administrative Director Michael Borja: I'm so confused. So the blue is what is his?

Mathew Leon Guerrero (CLTC): Yes, but he's maintaining all the way out to the front and the container home that was put there. I believe that's your too, Mr. Cruz?

Franklin Cruz: Yes sir.

Administrative Director Michael Borja: And so you are trying to get an additional acre?

Franklin Cruz: Yes sir. Now that I'm retired I'm willing to just keep on, you know…(paused)

Administrative Director Michael Borja: You know there's a Public Law that does say that any leases greater than half an acre requires legislative approval so if we agree we have to go and get the legislature to approve it. So I just want to make sure you know that.

Mathew Leon Guerrero (CLTC): Also 1164 the unregistered portion, the lease is one of those leases issued prior to (interrupted).

Administrative Director Michael Borja: Even worse. So when was this lease signed?

Margarita Borja (CLTC): 1995 I believe.

Administrative Director Michael Borja: What's 2013?

Margarita Borja (CLTC): 2013 he got approved for additional acre.

Administrative Director Michael Borja: Oh, but its unregistered land?

Chairwoman Pika Fejeran: Which one is unregistered, the front?

Administrative Director Michael Borja: The whole thing. Okay, work with Glenn.

Chairwoman Pika Fejeran: Si Yu'us Ma'ase.

2. Mark McManus – CLTC Application Status

Chairwoman Pika Fejeran: Next on this Public Comment sign-in sheet is Mr. Mark McManus. Hafa Adai! Please step forward.

Mark McManus: Hafa Adai! Thank you. Sorry I didn't print out. I wasn't too sure how many people would be here, the documents that I was going to present were quit lengthy so I didn't print it but I can if you would like. But basically I'm here on behalf of myself as well as a school that I represent, a non-profit school, St. Marks, as well as some work that we're wanting to do with the commercial aquaponics farm for a career tech high school on Guam and we just put that into (inaudible) recently with the local charter school association. So anyways, I'm hoping when I originally put the application in 1995 when I started the St. Marks I was hoping 7-10 acres to do multi varied agriculture not just aquaponics but some other types of farming and I do have a plan it's quit lengthy and goes into things. So that is why I'm here. Sorry I didn't do it in a more formal manner.

Chairwoman Pika Fejeran: So you do have an application in with us for agriculture?

Mark McManus: Yes my original. So I showed up the other day with birth certificates and so on. My mother is Chamorro and then we talked about it. She thought I was just looking for homestead and looking for 7-10 acres to do multi (inaudible) commercial farm as well as a non-profit charter school.

Administrative Director Michael Borja: You are currently operating a school?

Mark McManus: I'm together with my brother. I do some contracting out to him at Southern Christian Academy in Agat.

Administrative Director Michael Borja: So with this lease the part of a school program?

Mark McManus: Yes. I would like to put part of it there then again we're trying to train career tech folks to get back to agriculture to not just agriculture but also the academy is going to be producing construction trades, medical fields and so on. So this is just one aspect of it that I had specialize in and making it commercially viable at the same times

towards the ultimately go, no go scenario rather than getting a false grading system of A,B,C,D.

Administrative Director Michael Borja: Usually what we do this would be something that would be commercial/agricultural lease and we usually work with the applicants. They would provide a Farm Plan we probably look at it in phases. Again, like I mentioned to the previous individual, anything greater than half an acre which is considered subsistence agricultural is considered commercial/agriculture. And so we agree, we still have to get the legislature to concur and we didn't have that problem just a year or two ago. That was something new that added into law. Have you worked with one of our agent's yet?

Mark McManus: Yes, she's not here.

Margarita Borja (CLTC): She's right here. Eileen.

Mark McManus: Yes I will work with her the rest of the way.

Administrative Director Michael Borja: But that plan will be something that you can even give to us digital and we can work with it.

Mark McManus: Thank you.

Chairwoman Pika Fejeran: Thank you Mr. McManus. Okay, that concludes the public comments unless any other in the audience wants to comment.

V. OLD BUSINESS

1. Strategic Plan.- Continuation

Administrative Director Michael Borja: You want to skip that one until a little bit into the New Business (inaudible) it can go together because it's going to be a longer discussion.

Chairwoman Pika Fejeran: I actually think this is pretty short. So the Strategic Plan discussion…the last meeting, was it that you guys presented this to the table? So I'm thinking about our priorities moving forward. I think one of our first priorities should be revenue collection and we have several tools that we are waiting to come down the pipe and one of them on my list is our Memorandum of Understanding with the Department of Revenue and Tax and I wanted to see where we were with that.

Administrative Director Michael Borja: Sure, part of our audit is to determine the amount of properties that are currently leased and we would then know what was taxed on those properties and then we coordinate with Revenue and Tax to transfer those collected amounts to the Chamorro Land Trust funds. It's also will be our job to know who didn't pay and to also go after those folks who had not paid to make note to assist Revenue and Tax in collection because it's to our personal benefit or to the benefit of the Trust. And the property tax we are eligible for is only for the land not the building so there are two taxes assed on properties that have building on. One for land with the building, and that's one of

the things that we are currently determining for 2016 in our outgoing audits right now is now much do we believe is our assed amounts that we should be collecting and then will coordinate that with Rev and Tax. We actually are coordinating with Revenue and Tax with this kind of stuff. And then we determine if there are already other issues where they hadn't captured, the information we are supposed to provide and didn't provide to show that those properties belong to Chamorro Land Trust Commission. Off the top of my head, I can't give you a figure because part of this whole process is also to put a value on all the properties that we currently hold. I think, I did see something coming down on property valuations...property valuations are not necessarily the taxes we collect. What I've been told it probably has gone up another $19,000,000 so we're in the neighborhood of $40,000,000 property values that are in the inventory. A property has no value that can be counted until there's somebody on it that is leasing it.

Chairwoman Pika Fejeran: So when do you think that's going to be resolved so we can start seeing the money transferred?

Administrative Director Michael Borja: Well, the auditors opening meeting is supposed to be sometime next week and it's moving. We will be inviting you to show up and any commissioners that wants to come...it was originally scheduled for Monday and it got moved to Friday, but it's really not certain yet when it's going to be. But that's just the opening meeting with the auditor. The actual accounting audit by the accounting firms is already underway and those are the kinds of values that are determined in this audit as well and how much we should be collecting from Revenue and Tax. I'll try and get the preliminary amount for you guys and let you know.

Chairwoman Pika Fejeran: That would be great so then we can plan for that money coming in so that we can get people leases. Revenue collection is, I want to say is our number one priority because we need money to do things, to move forward and our strategic plan is to help move the Chamorro Land Trust forward for our beneficiaries; beneficiaries that have been waiting 20 plus years. The next questions I had, Director, I know you were working on a bill for a lockbox for our Chamorro Land Trust funds.

Administrative Director Michael Borja: Not specifically yet on that, the bill specifically just to do that, but we are having a discussion with the land committee on Monday afternoon, again, we just got that confirmed, I'll send you the invite on it.

Chairwoman Pika Fejeran: This is the legislative committee?

Administrative Director Michael Borja: Yes, the Land Committee, Senator Ada's staff. It will be at 2:00 p.m. Monday afternoon here in this conference room. We are going to discuss a whole lots of things, especially all the things that you participated in the last meeting where we be talking about the survey funding, the fee schedule for Land Management, zoning issues and what not. So this could be a part of something we can talk about for...how to hold some of these monies. They might be particularly important in light of potential events coming up.

Chairwoman Pika Fejeran: I thought you already floated a draft?

Administrative Director Michael Borja: Not to lock.

Chairwoman Pika Fejeran: Not the lockbox?

Administrative Director Michael Borja: Not the lockbox. That money is actually fully accounted for and it's part of the thing the audit even looks into. Monies goes into a specific account that's collected by the Treasurer of Guam and then the cash sits there and sometimes the cash gets borrowed out but it's supposed to be returned back. But we know when it's been borrowed out and we know when it's been put back in.

Chairwoman Pika Fejeran: What's the balance today?

Administrative Director Michael Borja: There might be $1,000,000 or $2,000,000 it's not in there and we know that. In the last audit the auditor sent a note to the treasurer to put them back because I think it got up to about two and half million dollars. But the books are fully accounted for and we know it belongs to us so when we go in there we ask for it. When it comes to these monies that are going to be coming in for the property tax that number could…and it will get big fast. We just need to make sure that it's not always borrowed. The other, commission, theirs is totally different, as it's different land bank and it is just totally separate and it has nothing to do with the Treasurer of Guam and it's in an account all its own. Before the Chamorro Land Trust once was able to write checks and they still can, we can still set that up, I think we have a checking account, there is a bank account. And we have monies also in time deposits and this has to do with the loan guarantee funds that we have to maintain enough for and it grows interest as well. But those monies are touched by the General Funds or by the Treasurer because they're not in the system but they are fully accounted. So that's the kind of way you put things into a lockbox, it just never goes in there. But that's not something we can do within our own that would have to be through the legislature. But we can discuss that specifically with the Land Committee on Monday.

Chairwoman Pika Fejeran: Yea, I would like to get that on the agenda, I think that's very important. And then with that to make sure to know that we have at least an ideas on when we can at least have the money back so that we can start planning and moving forward.

Administrative Director Michael Borja: The law says, I think they have to return it back 60-90 days after they have taken it out. So we can see when it comes out we can when it goes back in and we did address it last year I did sent them a letter at one point. I instructed them to return the monies back.

Chairwoman Pika Fejeran: Yea I remember that.

Commissioner Pascual Sablan: So did they return the previous $60,000 already?

Administrative Director Michael Borja: It comes and it goes.

Chairwoman Pika Fejeran: So I would like to stop it from going and just get it coming.

Administrative Director Michael Borja: Joey Cruz who is our Program Coordinator III, he works on the audit issues. Come on forward Joey. Joey, the question is what's an estimated amount that we anticipated for revenue from property taxes for 2016?

Joey Cruz (Chamorro Land Trust): We haven't gotten the listing but nothing more than last year.

Administrative Director Michael Borja: Which is?

Joey Cruz (Chamorro Land Trust): $67,000.

Chairwoman Pika Fejeran: So 2016 is the only year that we are waiting for that to come in? The previous years we already received the taxes?

Joey Cruz (Chamorro Land Trust): Through the auditor's adjustments we have.

Chairwoman Pika Fejeran: Okay, got it. And so this Memorandum of Understanding with Revenue and Tax will be more of a proactive approach rather than waiting for the audit for the year prior is saying we know we're supposed to get this money this year taxes?

Administrative Director Michael Borja: Yes, and they understand it as well and then they know they need to transfer it over and the auditor also understands it very clearly as well too because what it basically does it's just taking the money out of one hand and putting it in the other but it diminishes the spending amount. Because they can and will grow as time moves on and if any of the properties go from commercial that money will grow. It can grow up into the millions but right now we're just in the infancy of this and we haven't gone after and sent out any late notices for people who have become delinquent. However, when people want to make changes to their leases, for example, they want to change their leases or beneficiaries wants to take over the lease one of the prerequisite is payment of back taxes. We have one person in particular in a situation because it's a significant amount only because the size of the property is large. So you know you ask for a large piece of property and you paying a lot more.in taxes and if you don't pay your taxes for 10-years it will be bigger. There's nothing we can do about that they want to transfer that name. They need to pay the taxes and if they don't want to pay the taxes then they probably need to reduce the size of the lot because if they are not actively using 15 acres for agriculture as intended then we can reduce that lease size.

Chairwoman Pika Fejeran: Okay, thanks Joey. So if I'm understanding correctly we are just waiting for the $67,000 for 2016 taxes due.

Administrative Director Michael Borja: Yea, but the 2016 property taxes are not yet fully due until April 15.

Chairwoman Pika Fejeran: So going back to the lockbox issue, Chamorro Land Trust money should not be a savings account for the rest of the government and it seems like its being used that way by the Department of Administration. Every time they take money out when they did it leaves us unable to use that cash so I want to see… (Interrupted).

Administrative Director Michael Borja: Well, once we get an appropriation to use it then the money has to be funded because the books both DOAs and ours it will show that the monies are obligation for the fund so therefore are obligated they got to put the money in to pay for that appropriation. That's how that thing works so it's only when we don't have enough money in any of our book accounts where the appropriations will not be able to authorize because you can't fund it, it's not there. So by asking for $3,000,000 and in the book fund it's only $1,000,000 they can't give me $2,000,000.

Chairwoman Pika Fejeran: Right. So you shared with us the budget request, you know, we were asking for $300,000 surveys and there was another $150,000 for registering?

Administrative Director Michael Borja: Total of $350,000 for survey. The original amount we were asking was $350,000 for survey and $500,000 for taking care of land registration process. But we are just going to go for the $350,000 to get the surveying done and then as we encounter the need for additional monies for the actual land registration part we will request for that. The amount of money require for that and the reason it's so high is a lot of publication cost. We got to post the notices in the news they have to send out certified mail to each and every person. We have our own servers, process servers so we don't have to contract that out but there's a whole (inaudible) I believe the legal fees that are required…they just begin to add up. I got that number actually from the Attorney General so you know it's just the number to start off to begin moving to make sure that the fund monies are there. We are not doing as many registration cases as we would have hoped to but as we moved forward and once we get these surveys done then we can get to know where (inaudible) to talk to and we can start moving. Once we see that then we would know how much more money we're going to be needing to move on. We just need to get survey done first so we get a good assessment of what we're going to do. On the surveys the surveyed folks, the land folks they are putting together a prioritization list and we'll see that next week. The priority list is probably going to start off with unregistered lands with occupants, especially when you know, we just saw person who's occupying a piece of property that's unregistered. There's a lot of that so we need to get those guys done. Any other unregistered land that are not occupied and then we start moving down the list to register lands for the large occupancies.

Chairwoman Pika Fejeran: and that will be presented to us?

Administrative Director Michael Borja: Sure. Yes. We're trying to get this priority list together. Actually, what we are trying to get it put together so we can present it in the public hearing for the survey bill just to show our prioritizations of (inaudible), you know, who's first to be taken care of. Those ones with the land that people are occupying on unregistered lands that's pretty important because technically they are not supposed to be

there and thirdly if they try to do anything like get water and power. They probably will be having a difficult time getting that done.

Chairwoman Pika Fejeran: But they have leases already?

Administrative Director Michael Borja: They have leases.

Chairwoman Pika Fejeran: So what about the people that don't have leases, can we move them up in priority?

Administrative Director Michael Borja: Well, what we are going to be doing is looking to go through and survey all those subdivisions with the master plans that we've created and get all those done too. And what we're going to try and do here is issue out leases based on recorded subdivision maps because they have legal lot numbers and then come back. All the leases will be subject to survey but we can come back and that will be another push to survey all those. We definitely moving to get people on land quickly (inaudible) and without the survey.

Chairwoman Pika Fejeran: So the then the survey prior, I mean, the last time we were talking about going village by village, right and looking at #1 land we can lease out, and #2 how the land that's already leased out or is occupied, how it's being used and how we can improve those areas. So I would like to see what the village by village and on the survey priority list it come together?

Administrative Director Michael Borja: Yes, because it will be subdivision by subdivision pretty much. That's what I'm waiting from both the Survey Division and the Land Division to figure out what should be our priorities and in where we should tackle this things. Like I said probably the highest priorities will be unregistered with occupants.

Chairwoman Pika Fejeran: Areas with large number of people like that?

Administrative Director Michael Borja: Well, we have a lot of leases on particular unregistered piece of tract of land up in Yigo.

Chairwoman Pika Fejeran: I've seen 11 lots. Right?

Administrative Director Michael Borja: There's a lot more than that up there and there's this one particular subdivision. And so we want to get all this people get that land registered. Because there's going to be even very difficult to do but we are also looking in the land registration process to look for one that would be rather simple…I think we already got that in play right now in Talofofo just to get the machines wheels oil so we got our stuff together on what needs to be on. When we start to tackle a lot of people that are adjacent or on the lands there's a major process involved. Every one of them needs to be touched and all the adjacent lands we have to touch. The owner or all the heirs of the land. So it's a major undertaking and it's time consuming.

Chairwoman Pika Fejeran: So I'm going to post this again. I think our priority in light of the recent event should be the applicants that don't have leases yet. So spending all this time and effort on registering lands where people are already there and they already have leases. I don't see that helping the long list of other individuals.

Administrative Director Michael Borja: But those people are going to hurt, really, if they get disconnected from any utility they might as well find somewhere else to live. We can't do anything for them.

Chairwoman Pika Fejeran: But can we sit down at the table with the utility agencies and explain what's happening?

Administrative Director Michael Borja: We can but those lands have no, there's no legal authority for those lands. There is none, but they have leases, there's no maps though. There's not a single survey maps because it's an unregistered land. I mean, actually there's two paths going there, leases, disconnect the leases from the survey.

Chairwoman Pika Fejeran: Right. Parallel. I see it. Disconnect the leases from the survey?

Administrative Director Michael Borja: We're going to issuing leases without the surveys on lands that are registered and have a master plan with a legal description of the land and they are still subject to survey, they still got to be surveyed but they get the land. And when we get to that point in this process of surveying the lands and there hasn't been yet we'll soup it up and survey out those lands. But think of it as two different tracks right now. The surveying is one thing, leasing is divorced of having to have the survey done.

Chairwoman Pika Fejeran: and where is registering?

Administrative Director Michael Borja: Land registration is...we're only dealing with registered lands that were issuing leases on right now because we cannot put people on unregistered lands. It's like this gentleman who is asking for additional piece of land and really, technically, we can't give him additional piece of land because we're not supposed to give him anything there in the first place until it's registered. We can reserve it for him and hold it so that in the future he can get it but for the time being we can't create the document because all those documents they won't have a legal description of the land and because they don't have a legal description of the land they can't even be taxed. They're not going to be on the tax rolls either. There's nothing legal about that piece of property because there's no legal description whereas registered land that we've done a subdivision master plan and recorded it they all have a defined lot information, a legal recording information of that lot. We put that person on there given him lease we at least know where he is where he's supposed to be and he has to go survey. A surveyor can actually figure out where he's supposed to be too. We're issuing leases based on subdivision (inaudible) right now without a survey being done as a prerequisite for the lease.

Commissioner Pascual Sablan: Who's the assigned staff to undo that, unregister of the property?

Administrative Director Michael Borja: Well, legal is part of it. We also have folks down in Survey that deal with that and we have folks in Land Admin. It's really a team effort it's not just one person. They all work together and they tackle an issue. In some cases, you may have an issue where there's a private land registration. Even if there's a private land registration we all have to become involved and the nice thing is if there's a land registration for a private land where GovGuam land is adjacent to it will serve our interest because now to find that land we don't have to worry about it in the future. It's a team effort because Survey have to be involve so we know specifically what we are talking about. Legal is also very much involve because he's going to have to take it to court and he's going to have to do all the paper work for the court proceedings. And all those processes, see, even the Land Admin got process servers, every one of them has to. They will be going out in the field looking for people.

Commissioner Pascual Sablan: Why don't the Chamorro Land Trust or the Land Management... who do we look? Who do we see?

Administrative Director Michael Borja: If you want to register your land? Privately?

Commissioner Pascual Sablan: No, no, no. Like this case, this missing cases here. I know of a big partial that has been all partition already and leased signed. There's a (inaudible) lot numbers and came to find out that it's unregistered but they are paying taxes. Water have been hooked up, power had been hooked up.

Administrative Director Michael Borja: Is this Chamorro Land Trust?

Commissioner Pascual Sablan: No. Government land that was transferred...in fact I think I was the one who provided you the (paused).

Administrative Director Michael Borja: Well, can we go over this offline?

Commissioner Pascual Sablan: Okay, sure.

Chairwoman Pika Fejeran: Well, thank you I think we can discuss some of those strategic plan issues on next Monday's meeting and then we can talk again about priorities and where we want to start. Again, I do want to go village by village. Start with one village that has your priority subdivision but at the same time look outside the subdivision. Because as I understand not all Chamorro Land Trust property is included in one of those Master Plans.

2. Yigo Land Transfer Lot 9210.

Administrative Director Michael Borja: This has to do with Bill 18-34 which is to transfer the portion of property of the Chamorro Land Trust to the University of Guam's Fidian Hachery.

Chairwoman Pika Fejeran: Oh, sorry, that's jumping we're on Old Business, Yigo. Sorry, we're still in Old Business.

Administrative Director Michael Borja: This is the individual we've been talking about in the past also pending legislation that will be introduced to deal with this. This is in that area of Yigo where we had two individuals, what are they names again?

Margarita Borja (CLTC): Baldwin and Cruz.

Administrative Director Michael Borja: Mr. Baldwin is already, ready to...what is holding up is the ability to get his housing loans so he can build his house and we're also looking at moving Mrs. Blas to another location. The land transfer, we had to move her out because really he's only allowed to have half acre and not quarter acre for his house because there's no sewer available. And so what we saw and Mrs. Blas is willing to move to another location. What we saw in the last meeting is we mentioned a piece of property up the hill and that was rejected. So we went to look for another piece of property and what we found it was a Tract 9210 Block 9 is a huge tract of land right outside and along the Anderson Gate, by the front gate of Anderson, and this piece of property is already a subdivision laid out and approved and recorded and it has...in the subdivision laws it had several different properties designated for certain uses and if we look up at this map you'll see that there are 3 big open areas. The two outer ones are designated as community areas and the central one is a ponding basin. So we took a look out there. We went out there with the Yigo Mayor and it's (inaudible) until we went out there, Guam Waterworks is going through a major infrastructure project and they have been installing 6 inch water lines though out the main corridors of this subdivision and clear those 60 foot wide easements to do this . So you got a lot of clearing out there and now this place is going to have access to water and the roads have been open up. So it's a good thing. While there are two designated areas there's really not very much growth out there as you can see yet and now that we got lots of water put out throughout the area the power can also come in we probably going to be plugging in a lot of people into a lot of these lots. But this is already been designated like we're taking it out from being able to be used for anything else. It has to be used for that because that's how that' subdivision is approved so that area trapezoid or sorts on the left side is the one that we identified for the Yigo Mayor to have as the community field. He wanted both and I said no wait 'til we grow then you can use the other side. But as you can see there it's still all jungle and our discussion with him was also to make sure that when he coordinates with the University of Guam, Department of Agriculture in trying to preserve the trees that are in there that are unique. But what we want to do on this is to get this land, the administrative, the one where Mr. Baldwin is at to be administratively transferred back to the Chamorro Land Trust and then we don't know if we need legislation or not. Do we need legislation to say this goes to the Yigo Mayor?

Margarita Borja (CLTC): Yes.

Administrative Director Michael Borja: Okay, so then the legislation will be this parcel property which is administered by Chamorro Land Trust will then be transferred to the Yigo Mayor for him to use for community field. And once he gets the land put under his

administrative control he can then can go and subscribe for community block grant through GHURA to build whatever he needs to build. But it has to be under their jurisdiction. So that would be the piece of property that we would want you guys to give a concurrence to. What's that lot called, what's the lot number?

Margarita Borja (CLTC): Which one? Lot 9210, Block 7, Lot 9.

Chairwoman Pika Fejeran: Sorry, that's our property the 9210 and this number 18, Block 18 is...oh wait.

Margarita Borja (CLTC): I provided a new staff report I'm not sure when you guys got a copy?

Chairwoman Pika Fejeran: I just have a question. Director, you mentioned GWA has gone in there putting in water pipes and this is to the benefit of the people of Yigo so I was letting the discussion to happen so when you are looking at village by village priority areas, let's talk to our utility agencies to see what they have planned, if they are planning on doing this in certain area, then we say okay look they are going to be putting infrastructure here let's get this done so that by the time this is all done the utilities will be there and it's easy to hook up.

Administrative Director Michael Borja: Yes, it's one of these things where they didn't share with us and in fact their land agent when I came back from the field she happen to be in the office and I said what's going on up there and she didn't know what's going on up there. And she had to go back and find out. Even the mayor didn't have an idea who was doing this and why it's being done. There are lot of water wells out there too and so it serve Waterworks purpose to build waterlines in and waterlines out so they had to do this whole process and it's part of their capital improvement project. And again when you build the community subdivision and you record it, it shows the utilities, here's the potential for new development, it's already laid out so they can plan accordingly and apparently this is what they did here. So they have...the only thing missing now is the road being paved and it's incredible, I mean, but this piece of property is pretty good because it's paved road all the way up there. If you look at this road you could see the paved road on the bottom it kind of takes the left turn, I mean the right turn, that's an easement continues forward and it's been cleared. So they cleared it all the way through and they are putting in lines all over the place and the fire hydrants sticking out of the ground so there are some major, major infrastructure that's been done here and it's going to benefit us because we can start putting people there and they'll have access to water. But again, it's one of these things that we were not fully aware that it was happening and in some previous discussions with the GPA. Their CUC wants to sit down and have these kinds of discussions on where do you think the next development you want to put lot of people or can't put a lot of people so we can determine what kind of infrastructure development they want to put out there on their own because it's for their customers.

Chairwoman Pika Fejeran: Okay, let's just make sure we align our priorities with infrastructure and improvement projects. Okay, so going back to this I know the land that

will be transferred from the Yigo Mayor to us is substantially smaller than what we will now be transferring to them. I understand this lot size is for recreation and that's the purpose with the Yigo Mayor. He wants to create a recreation area. I understand we need to move fast for Mr. Baldwin because he's ready to build his house. I do want to bring up though that with every other agency that we're giving land to, we're asking for fair trade and I don't see that happening in this.

Administrative Director Michael Borja: You know, you really need to take a step back Madam Chair I really believe you do. You can't see it so much as a fair trade, you know, Inarajan we didn't get any fair trade. They assigned a lot of properties straight away to Inarajan just as big as this was. This property is already been set aside and is designed for this who's going to put it in there, the Chamorro Land Trust, I don't want to, I don't want to be taking care of it. But we can, that's what it's there for. And then to acquaint the fact that the only one to give him half acre for that half an acre then say so and that's all he's going to get what good is that for the community. He can't do anything for it. But you know it's the community, not just that local area but it will be (inaudible) to give that whole growing area that will be...you know, be lining to that piece of property once it's develops. Not everything is even trade when it comes to the social programs for folks like this and again, you can concur or not concur if the legislature wants to do it they'll do it. And in this case, you know, it's not like we're taking away things that's already established for homes this was purposely design in a subdivision development law to be a community area and if we can leave it free for all and let anyone who wants to do anything in there do it but what we're inviting in this case if we begin major development out there it will become a damp if it's not monitored or used by someone like the mayor. It will become a dump. Amazingly enough right now it's pretty damn clean out there. Now they have cleared up all these roads I'm fearful it's not going to stay that way for too long. I've seen some cleared out areas way in the back some place where someone had already gone out...In fact Barrigada Heights, they've just cleared. GPA cleared out some roads and put some power polls in there and at the end of this jungle. The ground was still fresh from the clearing and it's already a truck load of garbage that somebody had dumped out there. It's just really sad.

Chairwoman Pika Fejeran: I appreciate that and I understand social concerns but have we explored, talking to the Yigo Mayor maybe okay we'll do this trade but is there may be other lands that he has that we can look at and say well...I don't know. Is there another way that the Trust can benefit a little bit?

Administrative Director Michael Borja: He builds a community center out there it's benefiting all the people that live around there that are in the trust. That's his contribution to it all. He's able to get the funding to do what he needs to do to build what needs to go out there. I mean, we've talked to him he's always asking for all kinds and he wants land, he wants it all if he can have his way, we've been keeping him back on a lot of these but this one is designated for this purpose so that's the reason why we selected it. Like I told you he wants both those lots. I said no there's only one right now and later on when the place gets filled there might be a need for something else there. But in the subdivision it will be hard for us try to change that back out.

Mathew Leon Guerrero (CLTC): That all of our Chamorro Land Trust residential applicants all around that area. If he does it will benefit all our leases that are there already.

Administrative Director Michael Borja: Is all of that in red Chamorro Land Trust?

Mathew Leon Guerrero (CLTC): Yes.

Administrative Director Michael Borja: Because I know there's some private properties in there too.

Chairwoman Pika Fejeran: Well, I just wanted to put that on the table because I think we need to consider these concerns. It will directly benefit and there's already work going on in there that will benefit our beneficiaries. I just get nervous when we're transferring lands outside of our inventory and so I just want to ask those questions so that we think hard and don't just keep moving lands outside our inventory because once it's out it's out.

Administrative Director Michael Borja: Not really because you can come back in. There could be a…and what we've done on all of these bills that have gone out was, there's a time period that's placed in there if they don't do something on that land within 10 years it automatically revert. It's a reversionary clause. So those reversionary clause have all been added and they are required to do something on their and if they don't do it then we take it back it's even if they paid for it.

Chairwoman Pika Fejeran: With this be a motion from there that this gets forwarded to the legislature or it's a bill that's… how does this work?

Administrative Director Michael Borja: That you agree to transfer that tract that lot number 9 to the administrative control of Yigo Mayor and that he transfers his administrative control from that other lot from the back gate to the Chamorro Land Trust Commission and if you pass that by motion and also desire to be done by resolution we will provide that resolution for the support and the bill has something to go through.

Chairwoman Pika Fejeran: Is that Senator Ada who will be introducing the bill?

Administrative Director Michael Borja: Yes.

Commissioner Pascual Sablan: So we need to make a motion.

Administrative Director Michael Borja: We will just make a motion to approve by Resolution the administrative transfer of Lot 9 from the Chamorro Land Trust Commission to the Mayor to the municipality of Yigo and that the municipality of Yigo Mayor transfer Lot no. 7116-1-2-3 back to the administrative control of the Chamorro Land Trust Commission. And then that we take that lot and be able to sign that lot in whole to Mr. Baldwin for his loan purposes.

Commissioner Pascual Sablan: So I make a motion.

Chairwoman Pika Fejeran: I heard a motion from Mr. Sablan.

Commissioner Amanda Santos: I second.

Chairwoman Pika Fejeran: Seconded by Tan Amanda. Discussion? The Resolution will include a probationary clause. All those in favor say aye.

All: Aye.

Chairwoman Pika Fejeran: So moved.

VI. NEW BUSINESS

1. **Bill No. 18-34 Transfer portion of Lot 5412-R11 to University of Guam Fadian Hatchery**

Chairwoman Pika Fejeran: New business. Bill no. 18-34 transfer portion of lot 5412-R11

Administrative Director Michael Borja: There was already a bill introduced for this and I know chairman you were there and basically it takes a portion of Chamorro Land Trust property be transferred to the administrative control of the UOG Fadian Hatchery and in your packet there's some discussion in there that Dr. Underwood provided to me and he referred to in his testimony which basically…This whole facility (referring to the map on the screen) was once all GovGuam lands and also the Perez Family lands and then under the old Department of Commerce this whole program was created and they just popped this buildings into this buildings into this land without really any issues on where they are putting in. As a result at the end the piece of property that was given to the University of Guam turned out that it wasn't correctly identified as being the parcel that was needed to take into account all the buildings that are incorporated into this facility. Now one of the things that I had mentioned in the testimony is that because this hatchery is a sterile environment and it's required to be…because of the growth of a fishery livestock I suggested to them that the piece of land also deal with a buffer zone that they acquired and pay for just to make sure that we don't ever encroached into it or anyone ever encroached into that area and it stays preserve. The piece of property that they currently sit on is extremely expensive whereas the property they want because it's expansive and it goes way out to Route 15. It's not as expensive but if I were to be doing the appraisal we would have to appraise for what the properties in that area specifically. I estimated came out to pretty hefty amount, $41.00 per square meter. They need $1.6 to upward of two acres and that's…1,600 square meters is what they need and so they are going to cost them quite a bit. I estimated it's going to cost about $800,000.

Commissioner Pascual Sablan: How much?

Chairwoman Pika Fejeran: $800,000, these two maps?

Administrative Director Michael Borja: They did the map already, University of Guam did. What they did is they did "as built" of where the land is and where the buildings are in relations to that land and then they did another map to show where it needs to be and (paused).

Chairwoman Pika Fejeran: I have a question about access.

Administrative Director Michael Borja: Their access comes down from somewhere else I wouldn't worry about their access. Their access comes in through another source and it's their business. In fact, it's a restricted access they don't want people driving down there.

Chairwoman Pika Fejeran: and then our lot (inaudible).

Administrative Director Michael Borja: Our lot goes clear up...the map that shown here. You don't see in this old aerial is the GPA building is not shown in there. But our property goes all the way up towards that area. There's not many designated use for that. In fact as I was looking at our future discussions here it was listed as commercial. We're kind of looking differently now as maybe possible a conservation easement along the ridge line and down to the cliffs.

Chairwoman Pika Fejeran: So you mentioned that they would bear the cost for land appraisals surveys.

Administrative Director Michael Borja: They will bear the cost for all those kinds of things and..

Chairwoman Pika Fejeran: Registration and (inaudible).

Administrative Director Michael Borja: I don't think there's any land registration...it's all registered. But one of the things we could look at is in lieu of dollar payments they could maybe take some of that money and use some of their services and maybe something we can talk about... They have license agreements for a software that does listing and it's extremely expensive and we may look into the possibility to see if we could buy into that license agreement so we might have to pay less overall than what we currently paying for that kind of license agreement or some other kind of in kind services to their cooperative extension program to assist our farmers or something like that. But again we have to sit down... what the bill says is that we need to decide within 60 days (inaudible) how we want to pay for these things. Always right now it's cash first and any other kinds of services that they might have. But they do have a wealth of other kinds of things that we have used in the past, the cooperative extension services was a major factor with the Chamorro Land Trust Commission in assisting farmers showing them how to farm and training programs, soil conservation things like that and those are the kinds or programs we need. We paid about a million dollars for that. So we can list those services and have it offset for that purpose.

Chairwoman Pika Fejeran: isn't that not something already available?

Administrative Director Michael Borja: Well, we tell them to go in that direction but it's they are not where they were before. Actually, that program will not (inaudible).

Chairwoman Pika Fejeran: They solicit that right now farmers have to go to them.

Administrative Director Michael Borja: Well we tell them to go see them but what these guys were doing is they would go out to people properties, they do assessments and make recommendations and tell us what kind of issues we have different sections of the island. So this is a bill that basically puts there lots up there piece of property that where all the buildings are sitting at. And then again just like any other typical thing they are trying to do any kind of financial loans or assessments. They are encroaching across their boundaries and so it would be a stop immediately so this is to correct that. As Dr. Underwood mentioned in his testimony in the public hearing he's trying to get into the public private partnership with the people who can put in the investment for commercial purposes and then the University gets the benefits out of the two.

Chairwoman Pika Fejeran: So does the bill specify the boundaries of how far in there they are going. Is this a sketch?

Administrative Director Michael Borja: This is actually the beginnings of the final product of the map. It's in two parts right now shows the existing, as built and then the proposed of how much more than want to acquire.

Chairwoman Pika Fejeran: and the propose includes the buffer within their…(inaudible).

Administrative Director Michael Borja: The proposal include the buffer (inaudible) Again, just to make sure that if there's…because their buildings are going to be right up really close to a lot line, you know, if we had something on the other side of the lot line and some guy decides he wanted to clear that out completely there will be some issues for them so it will be better for them if they took the part that was the buffered created buffered against us so that it protected them. But it just needs a little bit more land and again it's (interrupted).

Chairwoman Pika Fejeran: I don't see the bill in here. So what you are asking for us today is a motion for resolution saying that we are okay with this land transfer.

Administrative Director Michael Borja: Yes, and there's going to be a discussion again on this thing on Monday as well.

Chairwoman Pika Fejeran: So I just want to see what the language is in the bill. I had a copy from the hearing. As I remember it, it left it open for us to sit down and negotiate and discuss (inaudible).

Administrative Director Michael Borja: 18-34.

Chairwoman Pika Fejeran: If we say we want cash payment is UOG prepared to pay?

Administrative Director Michael Borja: (inaudible). Right now we are about ready to receive some payments from Guam Waterworks because their maps are finally complete and so once we get those maps recorded we're going to finalize the documentation for the deed. Once we get the deed going then they can pay.

Chairwoman Pika Fejeran: and that was like $300,000 or is that the $500,000?

Administrative Director Michael Borja: Yes, that's close to half a million.

Commissioner Pascual Sablan: Was there a public hearing already on Bill 18-34?

Administrative Director Michael Borja: Yes, about two weeks ago.

Chairwoman Pika Fejeran: So it will be mutually agreed upon (paused).

Commissioner Pascual Sablan: So you mentioning $41.?

Administrative Director Michael Borja: Well, that's my estimate. My estimate was based on the tax assessed value of the property.

Commissioner Pascual Sablan: Would it do anything good if we table this until we get the appraisal?

Administrative Director Michael Borja: No the appraisal comes...they do the appraisals.

Commissioner Pascual Sablan: Yea and who do the appraisals, UOG?

Administrative Director Michael Borja: UOG but they don't do the appraisals unless they are going to get it, unless you want to pay for the appraisal so we know what its worth.

Commissioner Pascual Sablan: (inaudible).

Administrative Director Michael Borja: The tax assess value has been rarely close to all our other appraisals that we got. All the other appraisals that we've done the tax assess value is pretty close.

Chairwoman Pika Fejeran: Surveying. That would be just surveying out the portion that they want, the marked one? Has our big lot already been surveyed?

Administrative Director Michael Borja: Yes. And they would have to adjust that map to surveys the part that they would be require to...like I said they had already done their part. As you can see there is a provisionary clause they put in here. In this case I think the revolutionary clause means it's only putting it on the survey because the buildings up there

(inaudible) it just needs to get their survey done. Had they not been any of that it was just somebody's concept of what they do. This work looks like it close to being done.

Chairwoman Pika Fejeran: It was pretty interesting in the public hearing how far back this land goes and how it just switch hands so many times. We did a lot of research on this.

Administrative Director Michael Borja: Because they were curious as to how they got it too and again it was something where the Department of Commerce had just said let's get some economic development going in this and this is the ideas they came up with and they planted it. Have you ever been out there or heard the details on why this is a sterile environment? It is where they begin the growth of the shrimp and it a difficult thing to do throughout Asia because there's a viral contamination within the species and it has a survival rate of doing this is kind of 20-30 percentile which makes it very difficult to be successful in shrimp farm and their survival rate is in the 80-90 percentile. So what they do is they grow them to a certain point and then they export it and then they take them to one of those farms and then they grow them for maturity for harvest. So the shrimp you're eating might have originated from here.

Chairwoman Pika Fejeran: I'm ready to hear a motion for the approval by resolution for the transferring of the portion of Lot 5412-R11 to UOG Fadian Hatchery with the acknowledgement that negotiations will have to take place to determine a compensation value and the terms of (inaudible) and I do want to also mention that those negotiations will come before the board. Is that right? Who sits in the negotiation table?

Administrative Director Michael Borja: What we will do is have a meeting upstairs and they come in and in the past I had somebody present from the commission as well and then we talk about how we are going to do and what we need to do...because two appraisals have to be done. Then go out and get the appraisals done and once those numbers come in then it's a real simple math to figure out what the fair market value is and then it's just the matter of saying here it is. You agree to this then we will go on with the deal.

Chairwoman Pika Fejeran: So I'm ready for that motion.

Commissioner Pascual Sablan: I just want to go on record. If you go back to the Minutes of the previous meeting I asked this question and Mr. Borja of course bluntly answered that you have to change the Organic Act. You know, if you look at this for example the language of this bill that became law it says, not withstanding any other provision of law of rules and regulation. "It is *I Liheslaturan Guahan* thereby authorize the Chamorro Land Trust Commission to transfer". They are the ones doing all the transfer without any due respect to us. I know they have final say so... what I would like to and I'm going on record that all future bill from the legislature transfer from Chamorro Land Trust, at least give us the courtesy or ask us for our position, rather than we're just bunch of figure heads.

Administrative Director Michael Borja: Oh no. I mean in this case I believe is that if you do not concur with it and you do a resolution saying no concur your voice is a concern and

it goes in...and it's put into the floor it will have that for the record. The Resolutions are transmitted to the legislature it becomes record for them, so that it will part of the record, and they can choose to accept your decision or not but at least your decision is recorded to whether or not you accept the bill.

Commissioner Pascual Sablan: Thank you Mr. Borja. So Madam Chair from now on things like this we should also put in our decision rather than just say amen or hallelujah or whatever the legislature...because the minute the legislature transfer the Chamorro Land Trust to non-profit organization then the more of this we're putting out. And I really don't want to be figure head. Don't forget we're the ones that put them there.

Administrative Director Michael Borja: I'll put that in the Resolution.

Chairwoman Pika Fejeran: This came in to my head too, why isn't UOG here presenting their case list. Why wasn't the Yigo Mayor here presenting his case to us?

Commissioner Amanda Santos: I agree on those people not coming in to say if they have an interest on those proposals they should come in.

Commissioner Pascual Sablan: I would have been nice to see a UOG rep, you know..

Administrative Director Michael Borja: My apologies I don't know if we sent any notices out to them specifically.

Chairwoman Pika Fejeran: I mean at the beginning of this process the senator, the senator should say talk to the commissioners that have the land that you want. I will bring that up in the meeting next Monday, the Land Committee.

Commissioner Pascual Sablan: You know, then again the way I see these things in a big picture. The hatchery up there also provide to the CNMI and the FSM, it seems everybody being benefited out of the Chamorro Land Trust. What's for me, what's for the Chamorro Land Trust?

Chairwoman Pika Fejeran: Well if the director's estimation is correct it will be $800,000 that we can turn around and spend on survey in direct benefits.

Commissioner Pascual Sablan: Why don't we do like this we'll let it go but we'll make a motion to concur with all the approved and the support but this will be the last and I'll go on the record next time I won't put my vote in. *Respetu*. Okay, Mr. Santos you second?

Commissioner Amanda Santos: I second.

Chairwoman Pika Fejeran: Second. Any discussion? Motion made second by Tan Amanda. Can we add that in our resolution that we...

Administrative Director Michael Borja: It will be a separate resolution that you don't ask at last.

Chairwoman Pika Fejeran: Yea! Bring it to the Land Committee because that's where basically where all of these bills are originating. Okay. Discussion? All those in favor.

All: Aye

Chairwoman Pika Fejeran: Ayes have it.

Chairwoman Pika Fejeran: I hereby call a recess for the meeting please be back ready to resume at 2:55 p.m. – 11 minutes.

2. Kennth Garrido – Loan Guaranty Request by Guam Housing Corp.

Chairwoman Pika Fejeran: *Hafa Adai* sir! Thanks for waiting.

Kenneth Garrido: Thank you for having me.

Mathew Leon Guerrero (CLTC): Kenneth Garrido, he's one of our clients, he has been again approved with Guam Housing to construct a home on his lease property. He's an agricultural lessee and he didn't have a recommendations because I was waiting for the staff report to come in in his area although he needs the criteria to the two-third of the (inaudible) on his property prior to us approving anything for his home. So yesterday he provided his contract, his contractor, the cost breakdown so he's here seeking approval from the commission to grant him a loan guaranty for the amount $239,000.

Chairwoman Pika Fejeran: Sorry, I'm looking at this Staff Report in the red it's the Inspection Report. Okay, so it is an agricultural lease that Mr. Garrido, you do want to build a home on the property.

Kenneth Garrido: Yes ma'am it's our wish my family and I. You know this property is actually an agricultural lease at one time back in the '60s and '70s and that's as far back as we've been harvesting in that piece of property that my dad has raised us. Now that we are gone we still kept the property (inaudible) with the Chamorro Land Trust has asked us to do and our wish now because my parents are both gone is to actually live there and raise my family and just have a place that we can call home. Of course there's compliance with farming and all that and we've been doing that in the past and that's nothing new and that's what I wish to continue as well.

Chairwoman Pika Fejeran: Do you have a Farm Plan that shows us your plan?

Mathew Leon Guerrero (CLTC): Actually these guys were kind of…they were grandfathered then. They had a land use permit they came to the commission and the commission granted a division so his father…the piece of property his father had was divided into four. So he just got his piece of that property in 2015 as well as the other

siblings so it was a four acre piece. They went to the commission and got the approval to have it divided into him, his brother, and I believe to his son and another one (inaudible).

Kenneth Garrido: The piece of property where we are referring to ma'am is a...prior to it being divided we utilized portion of that property for farming and livestock and of course that was (inaudible). Now that we've gone older we've got nephews that have families now they needed a place to call home so my nephew just recently build a home there by the approval of the Chamorro Land Trust as well. And you know it motivated me more so now is to start and build the same adjacent to where he's at so that we can actually see something there, you know, and start planting again and maybe raising livestock as well. That's always been our dream.

Chairwoman Pika Fejeran: So your plan is to build your home and then farm.

Kenneth Garrido: Farm in the other, yes. My portion as it's highlighted there is a little bit over an acre so half of that will be where I will be building my house, the other half will be for the farm land.

Chairwoman Pika Fejeran: and what would you be growing? Actually, even as we speak I'm planting coconuts and in the past (inaudible) all kinds of vegetables. I have plants that are in pots that I cannot plant right now because it hasn't been cleared and with that the contractor have asked if they can start clearing the property but they need a permit in order for them to start and without the loan guaranty we cannot start about that yet.

Administrative Director Michael Borja: Loan guarantees are requirements for home loans on Chamorro Land Trust properties because the banks can't hold a lien on the property and in our experience we have basically two kinds of loan guarantees that were done. One for conventional homes such as this with two conventional loans and the success rate on them is very good. Almost no defaults. We have another set of loan guarantees that were forced upon the commission and those were done at the end of typhoon through FEMA and SBA and our success rate on those are very bad. But we've been working on those specifically to try and correct some of them and the ones that were worse we got almost all of them corrected already but that was because it wasn't until a plan like the one required to get a home loan. So the requirement is that loan guarantees have to be approved though the commission before they can get their loan. In a case like this if they default on their loan then of course we will be required to pay the loan. The way it's set up, and that's the money I mentioned before, there's almost $600,000 set aside just for this purpose. What would happen here is that we would probably intervene and take over the monthly payments until we find someone who can assume the loan. We've been able to do those and a couple of other cases without having to pay anything by working with the lender or the VA in that specific case so...in this case, his nephew as he mentioned before, had also come in and asked for a loan guarantee and it was granted for the construction. And we...because of the problems we had...because the Public Auditor had brought to light the problems with the home loan guarantee program was that we initially put down a set of policies where the loan...we could only guarantee a loan based on the number of people that were living in the home. That turned down by a review by the

Guam Housing to be kind of unreasonable but what they recommended is that you should at least start from a three bedroom home concept because those will be the best kind that you would have the best opportunity to resell. Some of these not going to be…in the case of his nephew he was only…he wasn't married at the time, he was engaged but we only gave him a loan guarantee to be a home for one person, he got a tiny one bedroom suite. As his family grew he will be eligible for more but it would make sense if it cost more to build an extension to a house. We have a loan guarantee rules and regulations still circulating through the Attorney General's office and Kristen promised to give it back to me. I said I don't care if it was dipped in a can of bread but just get it back so we can fix it up. Those rules and regulations would be so that we can actually have good sets of policies to work from in the future. Because if we are looking to do any kind of developments of homes in the future, 500 thousand dollars is not going to hack it but it would allow us to also move forward in trying to find other kinds of ways to gets banks to do loans without the necessity of loan guarantee or to buy an insurance plan to cover us in the event (inaudible) cancel the loans.

Chairwoman Pika Fejeran: So sir, because your lease is for agriculture if we were to…if today we do approve this loan guarantee we would be taking your word for it that you will be farming.

Kenneth Garrido: Yes I will. I understand all that yes.

Chairwoman Pika Fejeran: and what if you don't start farming? When do you think that you will start farming?

Kenneth Garrido: As soon…I have plants ready to put down in the ground they are all in the potted pot I just don't have no place to put them so

Chairwoman Pika Fejeran: 'cause you have to have it cleared and they won't clear until this goes through.

Kenneth Garrido: Yes. That's according to record (inaudible) and he doesn't want to do anything yet until he get an okay and all the papers in place.

Administrative Director Michael Borja: Now one of the things he's required to do is not necessarily have an active agriculture farm going but to plant specific number of trees with acreage then that would satisfy that requirement for agriculture lot.

Mathew Leon Guerrero (CLTC): He's met because his lease is just turned two years he's required to put five trees down on first year and then five the following year so he's got… although coconut trees lined the driveway there's ten trees there. So we're going to look technically he's in that compliance aspect. We did talk to him about what we're going to look for and eventually his lease assigned in January, he's going to be one of those that Glenn is going, to be coming up in January and to see what you got going on. He is aware on what he needs to do but technically he does meet the minimum required based on his leased area at this point.

Kenneth Garrido: If I may say something too, you know ma'am, growing up my dad was 80 some years old before he passed on. He's been a farmer all his life, pre-war, post-war and then by the time he married my mom and we've been actually grew up going to the lands and farming and that's been in our blood. So it's a passion of mine even now we're married and still planting and my wife was asking where we going to put that and I said "one day when we (inaudible) we will put it there". That's our dream.

Chairwoman Pika Fejeran: You know, I love your dream I wish all our lessees had that dream and have the experience and have the green thumb in their blood. I like your layouts it looks to me like it's going to be a very nice house. Is your sons Steven and Curtin?

Kenneth Garrido: Yes ma'am and they want a place where they actually say it's their house, you know, I mean.

Commissioner Pascual Sablan: Mr. Garrido I like your t-shirt, are you a fireman?

Kenneth Garrido: Yes sir, retired just recently sir.

Commissioner Pascual Sablan: Retired fireman?

Kenneth Garrido: Yes sir.

Commissioner Pascual Sablan: You have a copy of the Contract Agreement? Article 2 types of operation. What do they mean like substantial liquidity? If it's completed three forth (3/4) of the construction that's considered substantial right?

Kenneth Garrido: I would think so too.

Commissioner Pascual Sablan: Also I've been looking at this…have you read yesterday's paper (3/15/17) and the price of houses is going to go up 100%. My concern here is what will happen if you don't finish it in 300 days, is this calendar days or?

Kenneth Garrido: Actually, these are…when I was reading the contract it's states Monday-Friday not including weekends. And 300 days, I think, is anytime beyond those 300 days that they don't finish the contractor is obligated to pay back in a sense that (paused).

Mathew Leon Guerrero (CLTC): Before Guam Housing even issues a dime on to this contractor he have to provide all of that. The Guam Housing is who is his lender is going to be they require them to provide the bonding, insurance and all of the other requirements to protect him and us as well. We've been working closely with Guam Housing and these loan guarantees.

Commissioner Pascual Sablan: Where is the one that says the contractor have to provide the performance bond? I lost track of it. Who's going to provide the performance bond?

Mathew Leon Guerrero (CLTC): Contactor.

Commissioner Pascual Sablan: Where does it say here? Because I feel that you should have been the one…the contractor should be the one.

Kenneth Garrido: When I spoke to my contractor the bond is part of their obligation that's included into the total amount that they are giving us.

Commissioner Pascual Sablan: Do you know if your contractor has enough manpower? The same contractor that's going to be building my house is the one who built my nephews house which is completed already and he's been living there for the past 7-8 months now and he's a fireman as well. So we're very pleased of how he works. Although the contract says 300 days and not to include the weekends I've seen this guy built many homes, because I went and looked at his work, and they do work on weekends although they don't include the weekends just to meet the… that they don't go over the 300 days.

Commissioner Pascual Sablan: This is the final contract?

Kenneth Garrido: I believe so. Yes it is I think.

Commissioner Pascual Sablan: I don't want to be (Inaudible) but I think you should look into your contract more closely because a lot of loop holes the way I see it and you will be the one to suffer.

Kenneth Garrido: I understand. Thank you.

Commissioner Pascual Sablan: See, like this right there. This letter was addressed to you (ref Guam Housing letter dated 3/1/17) and on the last paragraph, "however prior to loan closing, we require that you submit an adequate Construction Performance Bond Agreement, Builder's Risk Insurance and Approval Plans." And there's nothing in this contract as to who's going to provide. No more questions. Look into liquidated damage.

Chairwoman Pika Fejeran: Oh I can see it (referring to the pictures) so these are the potted plants.

Kenneth Garrido: I have more I was just giving them away actually. I had more potted plants but every time friends or family come by I just give them peppers, eggplants, whatever. My backyard is (inaudible) right now but once we start to clear this place, you know, all those things will be in place.

Commissioner Pascual Sablan: Did you ever invite the Chamorro Land Trust?

Kenneth Garrido: No I never did.

Commissioner Pascual Sablan: How big is your house? I don't see any…(paused).

Kenneth Garrido: The living area is a little bit over 2,000 living square foot.

Commissioner Pascual Sablan: Big house. No further questions.

Chairwoman Pika Fejeran: Is there a motion? Mrs. Santos, do you have any questions? No. okay. I'm ready to hear a motion (inaudible) loan guarantee for Mr. Kenneth Garrido. Mr. Sablan.

Commissioner Pascual Sablan: I make a motion to proceed with this loan guarantee request for Mr. Garrido.

Chairwoman Pika Fejeran: So Mr. Sablan had made a motion.

Commissioner Amanda Santos: I second.

Chairwoman Pika Fejeran: Seconded by Tan Amanda. Discussion?

Commissioner Pascual Sablan: No.

Chairwoman Pika Fejeran: All those in favor say aye.

All: Aye.

Chairwoman Pika Fejeran: So the motion is passed Mr. Garrido. Congratulations. We want to congratulate you and I wish that more of our lessee will do something like this. But I do want to remind you this is an agricultural lease so we look forward to seeing how you (inaudible) the land.

Kenneth Garrido: I'll invite you guys over.

Chairwoman Pika Fejeran: Oh please. Okay, thank you.

3. Determination of Properties to be Designated for Commercial Use

Chairwoman Pika Fejeran: Okay, next item on the agenda is the determination of properties to be designated for commercial use. I would like to…we've already moved three properties forward. I was looking at the chronology presented here and last August the 60 legislative review period ended so the land lots that we approved back in June for commercial uses we can move forward issuing out our (inaudible) . I would like to table the discussion for moving anymore of these properties forward until a later date. I like to focus on what we already got to move forward with that's my take. I like to focus our energies on

getting the money that…collecting the money and moving forward village by village that's my priority right now for the Strategic Plan forward.

Administrative Director Michael Borja: Madam Chair I would like to please ask that you give a consideration for Ypao Point properties which we have been trying to move. The legislature had previous public laws enacted and they had changes with different kinds of laws again. We're back to that piece of being piecemealed out from our inventory and yet it still continues to sit ideal and unused and that is the biggest potential for obtaining the largest sum of cash flow coming in to the Chamorro Land Trust coffers for the purpose for doing things that we would need to do on infrastructure development and it's gone before the public hearing, it's gone through the process, I mean, there's bunch of tiny little properties that are listed along in here that were just added because they were not really suitable for any kind of agricultural, residential primarily to their location. What has not been considered in the staff I provided is beyond registered land which is up in Yigo because it's not registered. Although that would be a good piece of property for something perhaps a residential but we've got an opportunity to try and move…at least have that lot available on the market to do something…it's not…put on the market we will never know what we might be able to get from it. But we can't have anyone make an offer if we don't have it available. We don't have to accept any offers but I'm just saying that already since this inception we had two public laws passed in December that took out 13-14 acres out of our inventory from that particular lot and again you leave it open like this more can be taken out without your desires in any direction. So I urge you to at least give a consideration in the nearest future for at least that piece of property so that we can have the kinds of monies that we need. Because an (inaudible) will be… I was going to say if we could get 3 million dollars a year in rent…I don't know what it will be. Just 3 million dollars in 30 years, you're talking 90 million dollars and you could take that to the bank and get a loan for 90 million dollars and with that you can do major capital improvement. I think that property can be leased out for much higher than that per annum and you can realize an even greater amount of money that could come in which you could take to the bank and then do a capital improvement projects based on that kind of income. So you saw that right now the coffers that we can get from just the property taxes is not enough to pay very much of anything. But we do have income coming in little by little but it's the big ones. You have a really big annual payment that's made by GTA and that's just because they got properties all over the island that they are leasing and collectively comes to a large sum. In this case there's opportunities as well. So I really would hope that you guys could give that consideration because it does mean we're moving on anything it just becomes available and then we can work out some kind of prospect with GEDA to help us to find a suitable user of the facility to improve it to however we want. We don't know what's going to happen unless you have it available.

Commissioner Pascual Sablan: Is the letter "e"?

Administrative Director Michael Borja: Lot 5173 (e) Yes "e".

Commissioner Pascual Sablan: So it will be, Madam Chair, I would like also to include "j". Is this the one in Tumon, a small portion of 14?

Administrative Director Michael Borja: "J", no "j" is that scrap yard up in...it's up by the golf course.

Commissioner Pascual Sablan: How about the small portion (inaudible).

Administrative Director Michael Borja: The small one down in Tumon is "d". That's where the (inaudible) above this is at right now. It's a quarter acre lot. Oh no wait that's the zoo. No, no. On the cliff is that 111 Lot 12. It's over half an acre.

Commissioner Pascual Sablan: Okay, Madam Chair, I will make a motion to act on that as the director said before our (inaudible). We should put that in our reserve. Lot "e" and...
Administrative Director Michael Borja: "E" is Ypao Point, "k" is the lot on the cliff across the street from GVB Offices. It's right next to that car lot. It's almost at that intersection.

Margarita Borja (CLTC): You see where they are having the GVB displays, with all the lighting. Portions of what they are using is on (interrupted).

Commissioner Pascual Sablan: I saw those Christmas.

Glenn Leon Guerrero: That's two lots a portion of that is (paused).

Administrative Director Michael Borja: Point 6 acres.

Margarita Borja (CLTC): (Pointing at the map). This is GVB this is where they are doing the majority of the display somewhere, I believe. . it's right around here.

Commissioner Pascual Sablan: Okay, Mr. Director, for example, this scrap yard area?

Administrative Director Michael Borja: That's the problem that needs to be resolved somehow they are not paying anything but they want to. But it was a creation not by the Chamorro Land Trust but by the Government of Guam and they existed for a really important reason and they continue to be there but, you know, we tell them to get off and clean up the property or legitimize their existence and collect on payments.

Commissioner Pascual Sablan: Yes but instead of going through making sure that all the 't's" and "i's" are dotted if there's a way that you can them in and make them aware of our concern on them and maybe if they offer to pay...my question is can we be receiving only without any (paused)?

Administrative Director Michael Borja: I don't have any authorization to receive their money.

Commissioner Pascual Sablan: or can they just start giving us money and we put it in our account.

Administrative Director Michael Borja: I suppose we could but I don't have any…if I get audited I'm going to findings for receiving money with no authorization to receive it. It will be fully accounted for. They came in, they have come in and said please we want to do something. It comes down to either we legitimize them through commercial lease but again now with the new rules and regs how are we doing that…they are preexisting. You know, I go out with an RFP and say anyone want to do a scrap yard, submit your bids or get that through legislation. They need to be legitimize. I think there might be one or two others that are kind of in that same pocket.

Commissioner Pascual Sablan: Maybe we can talk about that with them.

Administrative Director Michael Borja: Yea, we can work on that one. That's a special needs program there. It doesn't feed the templates that has been created for us yet it exist.

Commissioner Pascual Sablan: Madam Chair okay anyway my motion is to include "e" Lot 5173 and "k" Track 111 so we can refer it to the legislature. Really, my worries before the (inaudible) getting it out on a piecemeal.

Chairwoman Pika Fejeran: Even if we do this they can still introduce bills to do that.

Commissioner Pascual Sablan: Yea but at least we're on the record about what we discussed earlier. Mrs. Santos?

Commissioner Amanda Santos: I second.

Commissioner Pascual Sablan: You want to second.

Commissioner Pascual Sablan: (inaudible)

Chairwoman Pika Fejeran: Okay, a motion has been made by Mr. Pascual seconded by Tan Amanda. Discussion?

Commissioner Pascual Sablan: I have no further discussion.

Chairwoman Pika Fejeran: I am of the mindset that we already have three that we've pushed through that we aren't doing anything with. The legislature will see that and they in fact ask us why we're not moving and now we're going to push several more. One, which I know is a very contentious piece of property in Ypao Point. I read through the Public Hearing notes, meeting notes, and I know that, that one in particular is very contentious as to why we would commercially lease it out. It states here already, hotel activity.

Commissioner Pascual Sablan: What does it say?

Chairwoman Pika Fejeran: It says any commercial or hotel activity. Does a hotel activity benefit the beneficiaries of the trust?

Administrative Director Michael Borja: The money does. The issue of the commercial property is not so that it going to be planted right in the middle so that everyone can go shopping there. The money that it produces for the trust is what benefits the trust. It's the money.

Chairwoman Pika Fejeran: We have money coming in. How are we going to spend that money?

Administrative Director Michael Borja: Now the three properties that we've already identified, one is purely for a residential subdivision, the other one we've given them until the end of last month which they didn't comply with which we're going after to clear out so we can use it which is right across the street in Yigo. And then the third one, went through the whole process last year of being abscond for a portions of it for a Guam Waterworks storage tank and so we couldn't do anything and say here's a piece of property that's available until we knew exactly what it was. Now it is and again here we are, do I deal with GEDA to help me find someone and pay them for this we need to sort that one out. But this whole property up at Ypao Point and the one down at the San Vitores…(inaudible) that…whoever is putting that thing down there maybe they should be paying us for the use of that piece of land. Maybe there could be some other kind of little market for a 6th of an acre to do something down there. It sits right there on the road whoever wants to owns the land next to it and wants to join it together. You know, they could come and approach us and we put it up for bid and they get it and they got more and to be able to use. I mean it's sitting on unused and it's being used well right now, it's not being trashed, but nobody had asked our permission to go and put on all those lights up there. They just take it for granted and I'm not going to go tell them until we have some reason to tell them not to use it either. If it wasn't for the Guam Visitors Bureau and it was somebody else using for their own commercial purpose then I'll have an issue.

Chairwoman Pika Fejeran: We are saying that money is an issue but as we went through you walked me through the budget director and I see there's money that we can be doing things with. We have another half a million dollars coming to us from GWA, what is our plan for that? Where is…I know that we are working on it. We are working on the strategy the Strategic Plan, determining what our priorities are to getting leases done.

Administrative Director Michael Borja: Well the thing is, as I told the senator, I don't want to spend it just because someone gave me a nickel I got to go out and spend it. If you let that kind of money accumulated and put into…you are allowed by law to invest that money and let it grow so when you are ready to eat the big pie you can do the big pie. You can't do the infrastructure development on a half million dollars that will get you almost nothing.

Chairwoman Pika Fejeran: I agree. I'm not talking infrastructure I'm talking surveys. I'm talking going village by village and doing real comprehensive work at the level with that amount of money that we have.

Commissioner Pascual Sablan: What's the problem with having so much money?

Chairwoman Pika Fejeran: No nothing.

Commissioner Amanda Santos: Some people cannot afford, it just sits there doing nothing.

Chairwoman Pika Fejeran: I believe that our manpower resources is are limited. I would like to see our efforts, our team efforts, in direct benefits of our applicants waiting to get lands. And I don't see us spending all this time figuring out what we are going to do with these properties making this happen. Getting leases to these individual.

Commissioner Amanda Santos: and some surveyors disobey the land, they don't' want to sign the map for even one year. My daughter had to beg him to sign the map. One year already.

Chairwoman Pika Fejeran: I also know that...just from the public hearing it was very contentious. Is this what we want to be putting out there specially knowing this opinion that came down about the plebiscite and now that the lawsuit from the Department of Justice is out there. We're saying it's okay, yea we know that the residential and agricultural applicants rights are threatened right now but we're not talking about that. We're talking about commercial leasing.

Commissioner Pascual Sablan: What is the cost that over and over that the commercial could be for two years only. It depends on the usage of the property, they are calling for loan term but in this once we have done the inventory we can spread our arms and do more and accomplish more no matter how much we want to help the people out there, you know, to give them land. If we are limited fund (inaudible) but if there's money generated from these (inaudible) what more, because like I said we're in the position to make things happen.

Chairwoman Pika Fejeran: So why don't we focus that effort and energy to move forward the three that are already ready to move forward with issuing out RFPs our advice. Why are we now going to spread ourselves even thinner for these other properties? Let's look at what we have.

Commissioner Pascual Sablan: That's our position and why you add on to whatever you out there in Barrigada and Yigo? I mean if there's any other property out of the commercial inventory. This listing there is the propose commercial so if you know any other lot that out in Yigo, Dededo or what I'm willing to amend then my motion and include.

Chairwoman Pika Fejeran: No, I'm not talking about adding. I don't think we can add because we have to have a public hearing for those new properties. I'm saying we've already pushed for three of those proposed properties up to the legislature and the legislative review has ended so if we're going to talk about the commercial leasing, let's

talk about the three that are already ready to move forward. Why are we trying to move more forward when we haven't even move on the three?

Commissioner Pascual Sablan: We do already transmits so many, how many did we transmit?

Chairwoman Pika Fejeran: Three.

Commissioner Pascual Sablan: One, two, three? Okay, what's the problem if we have five, six, seven We have more flexibility What happen if these doesn't things...these has to be (inaudible) right? What happened if there's no meter three. For me the most attractive is the Oka Point. (inaudible). Maybe not for 99 years it could be for whatever they need. (inaudible) But in this it's already, you know, we entered the process. My reason why that I'm including (inaudible) I heard from reliable source that I think GVB is trying to work out with the legislature to transfer that property to them. But if that's already in our inventory or we went through the process I'm pretty sure the legislature will think not only to us but before they just give it to GVB.

Chairwoman Pika Fejeran: Okay. Then the motion has been made and it has been seconded by Tan Amanda. Further discussion? I've said my peace. All those in favor.

Commissioner Amanda Santos: Aye.

Commissioner Pascual Sablan: Aye vote. How about you?

Chairwoman Pika Fejeran: I nay.

Commissioner Pascual Sablan: Cannot.

Chairwoman Pika Fejeran: I cannot nay it?

Commissioner Pascual Sablan: No *matai.* You know what's matai?

Chairwoman Pika Fejeran: Death?

Commissioner Pascual Sablan: It takes three for the things to carry on, you know. We can always in the future, you know, for whatever reason.

Chairwoman Pika Fejeran: Yes, we can always whatever in the future. (Inaudible).

Commissioner Pascual Sablan: We can always do something but at least we have option rather than only three at least we have five.

Commissioner Amanda Santos: We need to help these Chamorro people that really need help.

Commissioner Pascual Sablan: I agree but I don't see that this is the means to your end when we have other means that we can (paused).

Commissioner Amanda Santos: Like my daughter she don't have any water, how could she get help in Mangilao, no water for her Chamorro Land Trust. She needs to catch the rain water. The others got water, the others got power.

Chairwoman Pika Fejeran: On Chamorro Land Trust?

Commissioner Amanda Santos: Yes. (Inaudible).

Commissioner Pascual Sablan: Don't forget the legislature can always give it to him and say okay this is it negotiate with the Chamorro Land Trust. We have it if the ball is on our court we can really negotiate better we select whoever comes forward, you know, if we bid it out. But if the legislature will decide for us we're just bunch of…I answered for your situation.

Chairwoman Pika Fejeran: Okay. For the record. By moving this two properties forward it will be so that Chamorro Land Trust has control over the properties.

Commissioner Pascual Sablan: Exactly.

Administrative Director Michael Borja: You want that stated in the resolution?

Chairwoman Pika Fejeran: Yes please. With that said I will vote aye.

Commissioner Pascual Sablan: Motion passed.

Chairwoman Pika Fejeran: Motion passed. Okay, director, I don't think I signed the resolution yet so you draft it and you forward it to me via email or?

Administrative Director Michael Borja: No I didn't know that resolution for those other ones I got to send it to Commissioner Cruz but I think it got lost in the transition (inaudible) so there's two other resolutions for (inaudible). It was the agreement to reserve (interrupted).

Chairwoman Pika Fejeran: So this one for the properties designated, you draft it I come in, review it and then sign it.

Administrative Director Michael Borja: I will send it to you but it will be the language for that kind of stuff but the agreement to reserve and the agreement grant access for the Sagan *Hatturan* Chamorro, the other parcel property is somewhere in the box Kristen left with you. I'll get your tomorrow we got to clear one out because we need to sort out their issue there on getting a permanent lease and they need to move forward in their steps to get that done. But this is really a legal access to the property so they can do things and serve by their agreement to reserve.

VII. DIRECTOR'S REPORT

1. Revenue Collection Report for February 2017

Chairwoman Pika Fejeran: Moving on director's report.

Administrative Director Michael Borja: There is listed here the report that we send out. It's not the normal. The one with the collection of all our leases from Joey. On the land for the landless we may be seeing more money on that we put a temporary hold on having to transfer the defaulted account to the Chamorro Land Trust Commission in line of the fact that there is a bill that's been introduced by Senator Nelson to prolong that process another 120 days. There hasn't been a public hearing for that yet but I did met with Land for the Landless applicants down in Inarajan. None showed up in Dededo. The point (inaudible) is that it's already 13 years past due so pay as quickly as you can. Unfortunately there's still a whole lot of people and unfortunately there still looks like there's not a lot of people that may come through paying out but we're just waiting for the bill to pass to give us or disposition to build so we don't know what we have to do. The Chamorro Land Trust as I was mentioning to you is on a fast track to complete as many residential and agricultural leases based on the Master Plan, Subdivision Master Plan. So I should be seeing them pretty soon but Margarita's got a mountain on her desk that's about ready to be prepped. So individuals like the gentleman who was in here earlier that saw…we saw his ready so we just need them to concur with the land that they want and sign them off and move on. People who are (inaudible) leases because they haven't completed their survey and they have a master plan we're going to close out the lease on them too. But they are all be still subject to survey and as I mention as we get the survey plan and the money goes through we will swing areas that have no completed surveys and complete those surveys and then what will happen is that they will not be…they would have to wave their seven year exemption on paying property taxes and the property taxes would commence immediately if the government surveys on their behalf. So the bill is set to be introduced from the survey appropriation pretty it will be right after this Monday's meeting. I saw a draft of the bill, it's pretty much set to go. It will authorize us to a limited term appointees that I asked for the other two individuals who would be absolute essential in the processing the surveys that are conducted. It's $350,000 per year for 5 years. The funding is there. Our GTA funding is actually going to increase…goes to the first increment in 2019. So they just got one more year for the first 5 year increment. Anything you guys got from Chamorro Land Trust (inaudible)?

Margarita Borja (CLTC): We just reviewing the first 100 people that haven't been issued leases so basically what we're…majority of them like 50% of them. The numbers are not good so what we are doing is…are we going to test those last known address. Just send out letters just so we can exhaust?

Administrative Director Michael Borja: Yes, we will send out letters to them and that's what we've been trying to do.

Margarita Borja (CLTC): Since 1995.

Chairwoman Pika Fejeran: Can we take out an ad?

Margarita Borja (CLTC): Well, what I was thinking is probably putting a list of the 1995s that we haven't and put it on the website? I don't know, we can do that or.

Administrative Director Michael Borja: Yea, we can probably create something for the website and say request the following because those are extremely expensive but what we can do is put a smaller ad that says.. Chamorro Land Trust applicants (paused)

Margarita Borja (CLTC): If you put a list of names there will be an influx of people coming in and we don't (paused).

Chairwoman Pika Fejeran: Well if we put the names on the website and then take out an ad in the PDN that says go to our website to see if your name is up for a lease, and if you see your name then you can come in.

Margarita Borja (CLTC): We can do that.

Administrative Director Michael Borja: But I'm also trying to keep it as a (paused)

Chairwoman Pika Fejeran: Hash, hash?

Administrative Director Michael Borja: No, not hash, hash just under the radar as much as possible and I don't mean to be, you know, putting out ads to be…we'll get the word out. We'll put it in the news. We can put it on our website. I just want to just kind of accelerate this through as quickly as we can without expending as much resource to do it and (inaudible). Guarantee once people hear they come out of the wood work, they go out to look for a piece of land that's vacant and has been vacant but it has been leased out for years so sooner you step on that property they say "what are you doing here"? You know, how do they know? People talk, they know, they hear, they come, they really do and the word will get out.

Margarita Borja (CLTC): So we're looking at least 6,000 people just in 1995 that we're able to (inaudible).

Chairwoman Pika Fejeran: And how many lots do we…or like how...(paused)?

Margarita Borja (CLTC): We have a master plan, 3,000 that are not leased. I'm going to assume that maybe 500 of that, there's people already occupying and the remainder of that probably 2,000 lots that may be available.

Administrative Director Michael Borja: That would be the problem that we come across lots that are being squatted we're going to be up against doing all kinds of forms of eviction to get them off especially if they are not, they are migrants that just there.

Chairwoman Pika Fejeran: I'm just thinking the shared number of applicants and then the limited land available.

Margarita Borja (CLTC): There is land, it's just some of them were not master planned. So the ones that are master planned that he's talking about that we able to issue a lease to, subject to survey, we have a lease.

Chairwoman Pika Fejeran: And these are half acre.

Margarita Borja (CLTC): Yes. And that's the things many of them are half acre when if there was infrastructure we could bring them down to 500 square meters.

Chairwoman Pika Fejeran: Because of septic tank

Margarita Borja (CLTC): Yes. So we're force to issue half acre lots and those are lot bigger when we could issue smaller lots and infrastructure is there.

Administrative Director Michael Borja: We can get two and half lots into that …if we have sewer.

Margarita Borja (CLTC): And that's only over the northern aquafer because when you go down towards the south we can bring them down naturally to quarter acre, so I think that's where we going to start.

Chairwoman Pika Fejeran: So when you are looking at this are you doing it at the same time you are developing your priorities? To see where the utility projects are going in?

Margarita Borja (CLTC): At this point no. I don't think the master plan was basing themselves on that when they created those lots. It was just what they had existing which was the sewer so they went ahead and created the (inaudible).

Administrative Director Michael Borja: Most of them still don't have mainly the basic infrastructures but we just want to get the lots leased. Get the leased move, after that (inaudible) we want to lock the leases.

Chairwoman Pika Fejeran: And you said it could get down to…from half acre down if there was sewer?

Margarita Borja (CLTC): If there was sewer down to 500, like the Kaiser house lots.

Mathew Leon Guerrero (CLTC): You rezone it…if the commission rezones it…the rezone property to R-1 and if full infrastructure can go as low as 454, 464 I'm sorry. 464 square meters per lot.

Margarita Borja (CLTC): That s no septic tank but it's just a house lot. But we take care of everybody really, dollar a year.

Commissioner Amanda Santos: Maybe we can extend the lease of those people that have a Land Trust already that were in since 1995.

Administrative Director Michael Borja: Yes, there's a master list that's updated regularly as a lease is being prepared, an addendum is being made that list is constantly being updated and once the list is being made they are put into the billing system too.

Commissioner Amanda Santos: Some people want it advertise in the news so they could see.

Administrative Director Michael Borja: They could see who's left?

Commissioner Amanda Santos: They could see how many are still waiting.

Administrative Director Michael Borja: Well, yes that could be done but what Margarita was saying is that, what we don't want to say is everybody in the list come and see us and if there's 8,000 people in that list the backlog of traffic will be down to Adelup.

Commissioner Amanda Santos: Like before they advertise in the newspaper every Saturday they come in and they get interviewed or whatever.

Administrative Director Michael Borja: We're getting a lot of people in already. We're going by the last known phone number and we will be sending out basic letters to just say come and see us with hopes (inaudible).

Commissioner Amanda Santos: They complain because they are too old already they cannot wait for 20 more years.

Administrative Director Michael Borja: Yea and that's why some of they have been transferring their…and they can transfer their Q number to somebody else. We've even been entertaining people who never made their $50 application fee. They came in and signed up and got a Q number but never paid their fee. They come in and pay their $50 and we'll take it and they are good but we won't process them until they do that. So we are giving them the benefit of the doubt, all across the board and if they come in and decide they want to change it to someone else we accept that too.

Margarita Borja (CLTC): I just kind of have this question. You know with all these Dave Davis thing and you know how you mentioned there is a lot of squatters out there. They are non Chamorros, will they qualify and is this the time to go out there and move them? I don't know because if they do quality. Let's say it does.

Administrative Director Michael Borja: Well, the first and foremost qualification will probably end up being a U.S. Citizen.

Margarita Borja (CLTC): Yea, the majority of them out there are not…are Micronesians.

Administrative Director Michael Borja: It's tough to evict them because they will pick up and move and when you come back they will be on another parcel of land down the street. The situation is really, pretty sad.

Commissioner Pascual Sablan: What is the basic requirement to be get land for the landless?

Administrative Director Michael Borja: Well that program is closed, they had the U.S. Citizen (inaudible) and no ownership of land.

Margarita Borja (CLTC): There was priorities but the main priority is you have to be a resident of that village, U.S. citizen and there were preferences as far as military and all that.

Commissioner Pascual Sablan: We still have one hour more to go madam chair. I move that we adjourn the meeting.

Commissioner Amanda Santos: I second it.

Chairwoman Pika Fejeran: Motion has been made, commissioner's comment has been stricken from the agenda. Adjourn. Thank you everybody.

VIII. COMMISSIONER'S COMMENTS

IX. ADJOURNMENT

Chairwoman Pika Fejeran moved to adjourn the meeting. Commissioner Amanda Santos seconded the motion. Meeting adjourned at 4:54 p.m.

Transcribed by: Ruth Sakuma, Administrative Assistant: RSakuma

Approved by Board motion in meeting of: May 18, 2017

Michael J.B. Borja, Administrative Director: MJBBorja Date: 5/18/17

Chairwoman Pika Fejeran: PFejeran Date: 5-18-17

PBS (KTGF –TV12)
Terms of Agreement (2007)

Copy of Signed Lease

Chamorro Land Trust Commission
License Agreement

THIS AGREEMENT is made effective as of January 1, 2007 by and between the **Chamorro Land Trust Commission** whose mailing address is P.O. Box 2950, Hagatna, Guam 96910 **("Licensor")** and **KGTF-TV12,** whose mailing address is **P. O. Box 21449, G.M.F., Guam, 96921 ("Licensee").**

RECITALS

WHEREAS, Licensor has jurisdiction **Lot 10-R3 Block D, Tract 9 Municipality of Barrigada, Guam,** by virtue of the "Administrative Transfer of Jurisdiction of Certain Government of Guam Lands" dated January 19, 1994, recorded under Document No. 503740 at the Department of Land Management; and

WHEREAS, **KGTF-TV12,** a publicly owned and operated **Non Profit Public Education Telecommunications Corporation,** has continued to demonstrate its interest to the Government of Guam for the last five (5) years in commercially leasing **Lot 10-R3 Block D, Tract 9 Municipality of Barrigada, Guam,** hereinafter referred to as the "PROPERTY" for purposes of constructing and operating an Antennae Site with Trans-miter Building Facilities, And;

WHEREAS, **KGTF-TV 12,** is a recipient of a Digital Distribution Fund Grant that will provide the financing of the planning development and construction of the aforementioned facilities, and;

WHEREAS, such facilities will enhance Guam Residents the receivership of public education programs **by KGTF-TV 12,** and;

WHEAREAS, The **Chamorro Land Trust Commission** has recognized the impact and overwhelming benefits that public education broadcasting activities has had on our island community, And;

WHEREAS, **KGTF-TV12** is recognized locally as Guam's pioneer in providing public education programs through Tele-communication broadcasting services and related activities, and;

WHEREAS, **KGTF-TV-12** has demonstrated its continued commitment of providing these services and related activities for Guam residents, and;

WHEREAS, on **September 27, 2006** the Chamorro Land Trust Commission ("CLTC") received testimony from the Staff and Management of **KGTF-TV12** outlining their intentions, proposed activities, and physical plant layout within the PROPERTY; and

WHEREAS, **KGTF-TV12** is particularly interested in the PROPERTY; and;

WHEREAS, the portion of the PROPERTY requested by **KGTF-TV12,** is undesirable for agricultural use or residential activities; and

WHEREAS, **KGTF-TV12** has demonstrated public support for their project; and

WHEREAS, said portion of lot can be used most effectively by **KGTF-TV12** and

WHEREAS, the **Chamorro Land Trust Commission** has the authority to grant a license to **KGTF-TV12** for such purpose pursuant to 21 Guam Code Annotated Section 75107(c); and

WHEREAS, on **November 22, 2006,** the Chamorro Land Trust Commission voted to approved the grant to such license; and

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

I

GRANT OF LICENSE; DESCRIPTION OF PREMISES

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

Lot 10-R3 Block D, Tract 9 Municipality of Barrigada, Guam, consisting of 5,307 +/- square meters DWG No. I406T699 DLM94 FY 2006as delineated in that certain sketch marked Exhibit "A" attached and made a part hereof;

II

LIMITATION TO DESCRIBED PURPOSE

The above described real property may be occupied and use by licensee solely for the activities proposed by Licensee and for incidental purposes related to such purpose from this **first day of January, 2007,** and continuing until this agreement is terminated as provided herein. In no event shall licensee begin any required licensed activity without obtaining all requisite authorization and permits from the appropriate government of Guam Agency or Authority.

III

COMPENSATION

Licensor and Licensee expressly acknowledge that compensation for this license shall be deferred for a period of Six (6) months from the effective date of this Agreement.

Upon expiration of the deferred compensation period, both parties acknowledge that compensation for this License shall be equal to One Fourth (1/4) of one percent (1.0%) per month of the fair market value of the PROPERTY, and that the initial fair market value has been determined and mutually agreed upon to be Three Hundred Forty Thousand and 00/00 Dollars ($340,000.00).

The initial monthly rental fee is Eight Hundred Fifty and 00/100 Dollars ($850.00) which is based upon One Fourth (1/4) of One Percent (1.0%) of the fair market value of the licensed property. The monthly fee is payable monthly in the amount of $850.00 due upon the expiration of the deferred compensation period described herein for the remainder of the term of the lease as stated in paragraph I and monthly thereafter.

If Licensee shall exercise its option to extend the term of the Agreement, the monthly fee during the extended term shall be equal to one fourth (1/4) of one percent (1%) per month of the fair market value of the leased land, exclusive of the improvements on the PROPERTY. Determination of fair market value shall be based on the highest and best use of the land on the applicable rent adjustment date, taking the leasehold into account. The determination shall take into account the parties' agreement that the initial monthly fee is the above stated percentage applied to a fair market value of $340,000.00 and shall also take into account any determination of market value made under this license for the purpose of adjustments for the period preceding the applicable rent adjustment date.

Licensor and Licensee mutually agree in accordance with, and made a part of herein, that In-Kind Services Compensation in lieu of Monetary Compensation,

and or a combination of both monetary and in-kind services compensation may acceptable by Licensor for rent payments as part of this License Agreement. Both parties agree that In-Kind Services Compensation shall be defined for purposes of this agreement, to be the Licensee's Production and Airtime Services that shall be valued in accordance with the relative rate schedule which shall be sanctioned by the Licensee's Board of Directors annually and made available to the Licensor no later than January 30th of each year during the term of this agreement. Both parties expressly acknowledge that this form of compensation for the purposes stated herein will only be acceptable if Licensor desires to utilize Licensee's Production Services for promoting Licensor's programs and services.

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

i. Provide written notification to Licensor.

VI
TERMINATION

This Agreement may be terminated by either party on ninety (90) days prior written notice to the other party for cause through the non-compliance of any provisions of the Chamorro Land Trust Act or any adjudicated regulations of the Licensor. Pursuant to 21 Guam Code Annotated Section 75107(c) the term of this Agreement may not exceed twenty-one (21) years. Upon termination by notice or expiration of twenty-one (21) years, this Agreement shall become null and void, except that Licensor may enforce any and all obligations of Licensee arising out of acts or failure to act, occurring prior to such termination.

V

TAXES AND FEES

Any and all taxes, fees and assessments levied upon the real property described herein shall be borne and paid for the Licensee.

VI

NO INTEREST IN REAL PROPERTY

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

VII

ASSIGNMENT OF RIGHTS

The rights of Licensee under this Agreement are personal to Licensee and may not be transferred or assigned to any other person, firm, corporation or other entity.

VIII

INDEMNIFICATION OF LICENSOR

In consideration of the privilege granted by this Agreement, Licensee shall not claim any costs, claims or damages from Licensor in connection with or on account of any injuries or damages arising in or on the real property described above regardless of the fault or negligence of Licensor while being used by Licensee and Licensee's Officers, employees, members, guest or invitees and Licensee from an y and all costs, losses, claims or damages of any kind or nature arising in connection with the use of the real property described above by Licensee and Licensee's officers, employees, members, guests or invites.

IX

NO WARRANTY

Licensor does not warrant or represent that the real property described above is suitable for the purposes for which it is permitted to be used, nor that the Licensee is specifically entitled to the issuance of nay permits necessary to carry out any activity on said real property.

X

ENTIRE AGREEMENT

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

XI

MODIFICATION OF AGREEMENT

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

XII

GOVERNING LAW

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

JQR

XIII

NO WAIVER

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

XIV

BINDING EFFECT

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

XV

NOTICES

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

XVI

REMOVAL OF IMPROVEMENTS UPON TERMINATION

Upon termination Licensee, at Licensee's sole experience, shall remove all improvements constructed or erected on the real property described herein.

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

XVII

INDEMNIFICATION OF CHAMORRO LAND TRUST COMMISSION

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

X

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

Trust Commission and must cover the Premises, including entrances to the Premises and sidewalks and parking areas adjacent to the Premises. Chamorro Land Trust Commission may review the foregoing limits of coverage and require increases therein but shall not require increases more frequently than annually. Said policy or policies shall also contain a clause stating that the insurer will not cancel or change the insurance coverage without first giving Chamorro Land Trust Commission and Tenant Thirty (30) days' prior written notice of such change or cancellation.

XI
PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY

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

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

By: _____

JOSEPH M. BORJA
Administrative Director (Acting)
Chamorro Land Trust Commission

Date: DEC. 22, 2006

By: _____

Jacqueline Q. Ronan
General Manager
KGTF-TV12

Date: 1/5/07

ACKNOWLEDGEMENT

On this 22nd day of December, 2006, before me the undersigned notary personally appeared Joseph M. Borja (Acting), Administrative Director, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

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

Notary Public Teresa Topasna
My Commission Expires July 28, 2009

Teresa T. Topasna
NOTARY PUBLIC
In and for Guam U.S.A.
My Commission Expires: July 28, 2009
P.O. Box 2950, Hagatna, Guam 96932

On this 5th day of January, 2007, before me the undersigned notary personally appeared Jacqueline Q. Roman, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

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

Notary Public
My Commission Expires

JOEY G. LEON GUERRERO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Oct. 31, 2009
P.O. Box 2950, Hagatna, Guam 96932

FACT SHEET

Licensee:	KGTF-TV12
POC Address:	P.O. Box 21449 GMF Barrigada, Guam 96921
Legal Description:	Lot 10-R3, Block D, Tract 9, Barrigada Heights
Land Area:	5,307 square meters
Property Improvements:	
License Term:	Not to exceed 21 years from January 1, 2007.
Expiration:	December 31, 2028
Current Rental Rate:	Currently, all rent has been deferred. Normally, rent is ¼ of 1% per month of the fair market value of the property, initially determined to be $340K or $850. In-kind services can be used as rent payment (see Other Conditions below)
Payment Due Date:	Payable monthly
Escalation:	If licensee exercises option to extend, monthly fee shall be ¼ of 1% per month of the fair market value of the leased land, exclusive of improvements. Determination of FMV shall be based on the highest and best use of the land "taking the leasehold into account."
Other Rents:	None
Assignment/ Subletting:	Licensee may, without licensor's consent, provide space and/or accommodations to others for additional antennae and related equipment upon and/or within their facilities and tower but must provide written notification to licensor. The rights of licensee are personal and may not be transferred or assigned to any other person, firm, corporation or other entity.
Estoppel:	
Sub-Subleases:	

Annual Property Inspection:

Previous Issues: It is unclear why there is an escalation rate when the license is for the full 21 years without options to extend.

December 20, 2005 – CLTC to KGTF indicating that KGTF can begin obtaining permits, licenses and approvals on the property

August 7, 2006 appraisal from Captain Company indicates value at $340K for 5307 sm.

September 12, 2006 – KGTF requests waiver of commercial license fee for ten years, lower market rent of ¼ of 1%; in-kind services; and waiver of 40% fee if property is used by others.

November 22, 2006 CLTC minutes indicate board approval of ¼ of 1%; waiver of 40% fee, 6 month waiver of rent and in-kind services.

Feb. 10, 2010 KGTF requests that in lieu of $15,300 in rent, KGTF be allowed to provide in-kind services to CLTC.

April 21, 2011 CLTC approves "Deferment of Payment" pursuant to the authority granted in the license for the 4 year period ending September 30, 2015.

Sources: License between CLTC and KGTF-TV12 effective January 1, 2007 and request from KGTF dated October 24, 2005

Guam Rugby Club – Request for Extension Lot no. 10057 New-5 Dededo

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
May 18, 2017

GUAM RUGBY CLUB INC.– REQUEST THE RIGHT TO EXTEND THE TERM OF THE LICENSE AGREEMENT FOR AN ADDITIONAL FIVE (5) YEARS.

I. FACTS:

1. License: Guam Rugby Club, Inc.
2. Term of License: Not to exceed 5 years from June 1, 2002 to May 31, 2007 with 3 successive additional periods of 5 years each. Term shall not exceed 21 years
3. Location: Lot 10057NEW-5, Municipality of Dededo
4. Lot Size: 48,951± square meters or 12.09 acres

II. CHRONOLOGICAL FACTS:

1. June 1, 2002, Executed License Agreement between CLTC and Guam Rugby Club, Inc.
2. December 16, 2010 – In a regular meeting CLTC approved an amendment of the Agreement to provide for utility access and parking for Licensee's licensed property, which shall be located entirely on Lot No. 10057-NEW-R6. Such parking shall be shared with Hals Angels Football Association.
3. December 2011 – Amendment to License Agreement signed by both parties.
4. June 16, 2016 –In a Regular Meeting CLTC approved the request by Guam Hals Angels Football Association to delete the 60' and 40' proposed right-of-way, as per the December 16, 2010 and the deletion of the 40' on the center of Lot 10057NEW-R6.
5. March 17, 2017 – CLTC received a written notice by Guam Rugby Club Inc. exercising their option to extend the License Agreement for an additional five (5) years (June 1, 2017 to May 31, 2022).

III. STAFF ANALYSIS:

CLTC finds that the request by Guam Rugby was received in a timely manner as specified in the License Agreement. We recommend the following items be reviewed prior to the approval of the extension:

1. Section 5. Compensation.
   No documents provided to justify whether they received compensation from activities on the property other than sports, in which forty percent (40%) of the net revenues shall be payable to the Licensor.
2. Section 7. 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 Licensee.

a. Taxes Due (2003 – 2016) - $11,622.64

GUAHAN
GUAM RUGBY CLUB
PMB 515 Suite 101
1270 N.Marine Drive
Tamuning, Guam 96913
Tel 649-1946 Fax 649-1947
Email info@guamrugby.com
www.guamrugby.com
facebook.com/guamrugbyclub

RECEIVED
MB 3/16 MAR 16 2017
Department of Land Management
Time 1155 Int

The Chamorro Land Trust Commission
PO BOX 2950
HAGATNA,
GUAM 96932

License Agreement. LOT NO 10057 NEW 5 DEDEDO

Guam Rugby Club INC.
Rugby Sports Field Development.

AREA 48,951 SQ M.
Request to Extend Term. March 10 2017

Dear Sir/Madame,

The Guam Rugby Club (Licensee) wishes to request the right to extend the term of the license agreement, upon the same terms, convenants and conditions as are contained in the license agreement, as per Section 4 OPTION TO EXTEND contained in the original license agreement.
June 1 2002.
(Copy enclosed)
License agreement renewal date June 1 2017.

The Guam Rugby Club confirms that the development of the property for the community sport of rugby is continuing, as planned, and as per the intent of the original Chamorro Land Trust Agreement ,License Agreement.

The development of the second full sized rugby field as planned is 90% complete, and is awaiting final grass seed application.
This second field will be used primarily for Guam Youth rugby, as the number of Guam's youth, both boys and girls playing the sport of rugby, continue to increase.
The Guam Rugby Club continues to provide the field areas to be used by surrounding schools for training purposes, and Guam Interschool competitions. The schools using the Guam Rugby Club fields for training, include Simon Sanchez High School, JFK High School, Santa Barbara Middle School, BMS Middle School, Wettengal Elementary School.
The Guam Rugby Club continues to provide improvements to the field area, to include lighting improvements, bleacher improvements, and toilet/shower block improvements.
All improvements are completed at no cost to CLTC or the Government of Guam.
All improvements are financed and completed by Guam private company and individual sponsors.

The Guam Rugby Club confirms we hold current public liability and property damage insurance. A copy is enclosed for your file and reference.

The Guam Rugby Club continues to improve the Wettengal Rugby Field for the rugby playing community of Guam.
The field areas are highly utilized by the Guam wide community for the sport of rugby, and will continue to be further utilized, with the addition and opening of the second rugby field, located adjacent to the original field.

We look forward to your favourable reply, and confirmation of license agreement extension

Thank you..

Regards

Peter Walls

President
Guam Rugby Club

cc. Guam Rugby Club Board.
Mr Glen Davies.
Mr Neil Paynter
Mr Ross Morrison.
Ms Jessica Davis
Mr Ratu Vuluiviti

CHAMORRO LAND TRUST COMMISSION

License Agreement

THIS LICENSE AGREEMENT is made effective as of June 1, 2002, by and between the **CHAMORRO LAND TRUST COMMISSION,** whose mailing address is Post Office Box 2950, Hagåtña, Guam, 96932 (hereinafter referred to as "Licensor") and **GUAM RUGBY CLUB INC.,** whose mailing address is PMB 515, 1270 North Marine Drive, Suite 101, Tamuning, Guam, 96913-4313 (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor has jurisdiction over Lot No. 10057-NEW-5, Dededo, 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; and by virtue of Chapter 75, Title 21 Guam Code Annotated; AND,

WHEREAS, Licensee, a not for profit association, has demonstrated an interest to Licensor in obtaining a license for Lot No. 10057-NEW-5, Dededo, Guam, containing an aggregate area of 12.09 acres (48,951± square meters), [hereinafter referred to as the "Property"], for the purpose of developing needed sporting facilities, to include; Rugby fields, clubrooms, bleachers and associated facilities; AND,

NOV. 8.2002 9:16AM ROC MT.PRESTRESS NO.611 P.1
Doc. No. 34GL-17-0560.*

WHEREAS, on March 26, 2002, Licensor received a request from Licensee outlining their intentions, proposed activities, and preliminary layout of the Property; AND,

WHEREAS, Licensee is particularly interested in the real property described as follows:

Lot No. 10057-NEW-5, Dededo, Guam, containing an aggregate area of 12.09 acres (48,951± square meters).

WHEREAS, the portion of the Property requested by Licensee is currently being used as a sports facility and Licensee desires to continue such use; AND,

WHEREAS, Licensee has demonstrated public support for their project; AND,

WHEREAS, said lot can be used for a sports facility by Licensee; AND,

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

WHEREAS, on March 26, 2002, Licensor voted to approve the grant to such license;

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

(1) **GRANT OF LICENSE; DESCRIPTION OF PREMISES**. Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described real property:

Lot No. 10057-NEW-5, Dededo, Guam, containing an aggregate area of 12.09 acres (48,951± square meters), as delineated in that certain sketch marked Exhibit "A", attached hereto and made a part hereof.

RFT
AEB

Licensor shall have the right to itself and to the agents and representatives of the Government in which said licensed Property is situated, to enter and cross any portion of said licensed property for the purpose of performing any public or official duties; provided, further in the exercise of such rights, Licensor shall not reasonably interfere with Licensee's use and enjoyment of the Property.

(2) **LIMITATION TO DESCRIBED PURPOSE**. The Property herein may be occupied and used by Licensee solely for the activities associated with a sports facility and for incidental purposes related to a sports facility from the Commencement Date, and continuing until this agreement is terminated as provided herein. In no event shall Licensee begin any required licensed activity without obtaining all requisite authorizations and permits form the appropriate Government of Guam Agency or Authority.

(3) **TERM.** Except as otherwise provided herein, the term of this Agreement shall be for a period not to exceed five (5) years, commencing **June 1, 2002**, (the "Commencement Date") and ending at midnight on **May 31, 2007** (the "Termination Date").

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

(5) **COMPENSATION**.

Licensor and Licensee expressly acknowledge that compensation for this license shall be waived in the interest of providing public services and enhancing the quality of life of Guam residents on all activities relating to sports. Should Licensee obtain compensation for activities on the property which are derived from activities other than sports, then Licensee shall pay to Licensor forty percent (40%) of the net revenues received by Licensee.

(6) **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 Licensor, pursuant to 21 GCA §75107(c), the term of this Agreement shall be for a period not to exceed twenty one (21) years. Upon termination by notice for cause of non-compliance of any provisions of this Agreement, the Chamorro Land Trust Act, any adjudicated regulations of the Licensor, or expiration of twenty-one (21) years, this Agreement shall become null and void, except that either party may enforce any and all obligations of Licensee arising out of acts or failure to act, occurring prior to such termination. Licensor agrees that it shall not terminate this Agreement without cause in order to permit others to have access to the Property for a sports facility.

(7) **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 Licensee.

(8) **MAINTENANCE OF PROPERTY AND FACILITIES.** Licensee shall, at Licensee's own expense, and at all times during the term of this Agreement, substantially repair, maintain and keep all improvements constructed under this License, including without limitation to any further improvements constructed on the Premises by Licensee, in good condition and repair at all times during the term of this License.

(9) **NO INTEREST IN REAL PROPERTY**. Licensee expressly acknowledges and agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the above-described real property of Licensor, by virtue of the rights granted under this Agreement or its occupancy or use granted herein.

(10) **ASSIGNMENT OF RIGHTS**. The rights of Licensee under this Agreement are personal to Licensee and may not be transferred or assigned to any other person, firm, corporation or other entity.

(11) **INDEMNIFICATION OF LICENSOR**. In consideration of the privilege granted by this Agreement, Licensee shall not claim any costs, claims or damages from Licensor in connection with or on account of any injuries or damages arising in or on the real property described above regardless of the fault or negligence of Licensor while being used by Licensee and Licensee's officers, employees, members, guests or invitees and Licensee shall indemnify and hold harmless Licensor from any and all costs, losses, claims or damages of any kind or nature arising in connection with the use of the real property described above by Licensee and Licensee's officers, employees, members, guests or invitees or trespassers.

(12) **INDEMNIFICATION OF CHAMORRO LAND TRUST COMMISSION**. Notwithstanding anything to the contrary in this License Agreement and irrespective of any insurance carried by Licensee for the benefit of Licensor, Licensee agrees to hold Licensor 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 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 Licensee to maintain the Property in a safe condition and will reimburse Licensor for all costs and attorney's fees in connection with the defense of any such claim.

(13) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**. Licensee will procure, at its own cost and expense and keep in force during said term for the mutual benefit of Licensor and Licensee, a policy of comprehensive liability insurance in such form and with such insurance company as Licensor shall approve, with minimum limits of not less than $300,000.00 for injury or death to one person and not less than $1,000,000.00 for any one occurrence, and a policy in the sum of $1,000,000.00 insuring against claims of third persons for property damage. Said policy or policies or copies thereof must be deposited with Licensor and must cover the Property, including entrances to the Property and sidewalks and parking areas adjacent to the Property. Licensor may review the foregoing limits of coverage and require increases therein but shall not require increases more frequently than annually. Said policy or policies shall also contain a clause stating that the insurer will not cancel or change the insurance coverage without first giving Licensor thirty (30) days prior written notice of such change or cancellation.

(a) Casualty Insurance. Licensee, at its sole cost, shall maintain on Licensee's personal property and leasehold improvements, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least ninety percent (90%) of full replacement value. Such insurance shall be issued in the name of Licensee and shall provide that all proceeds shall be made payable to Licensee.

(b) Policy Form. Policies shall be for the mutual and joint benefit and protection of Licensor, Licensee and Licensor's mortgagee, if any, and executed copies of such policies of insurance or certificates thereof shall be delivered to Licensor within ten (10) days after delivery of possession of the Premises to Licensee 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 Licensor as an additional insured or loss payee, and shall contain a provision that Licensor, 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, omissions and/or negligence of Licensee. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Licensee in like manner and to like extent. All policies of insurance delivered to Licensor must contain a provision that the company issuing said policy will give to Licensor thirty (30) days notice in writing in advance of any cancellation or lapse of insurance or the effective date of any reduction in the amounts of insurance. All public liability, property damage or other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which Licensor may carry.

(14) **REMOVAL OF IMPROVEMENTS UPON TERMINATION.** Upon termination, if Licensor so requests, Licensee, at Licensee's sole expense, shall remove all improvements constructed or erected on the real property described herein.

(15) **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.

(16) **NO WARRANTY**. Licensor does not warrant or represent that the real property described above is suitable for the purposes for which it is permitted to be used, nor that Licensee is specifically entitled to the issuance of any permits necessary to carry out any activity on said real property.

(17) **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.

(18) **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.

(19) **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.

(20) **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.

(21) **BINDING EFFECT**. This Agreement shall bind and inure to the benefit of the successors of Licensor, but is personal to Licensee and cannot be transferred or insure to the benefit or any successors.

(22) **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.

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.

LICENSOR:	LICENSEE:
CHAMORRO LAND TRUST COMMISSION	GUAM RUGBY CLUB INC.
By _____	By _____
RONALD E. TEEHAN, JR. Administrative Director	ANDY BOYD Its President

WORK DOC : Legal Docs Contracts
C177 License Agreement with Guam Rugby

NOV. 8.2002 9:17AM ROC MT.PRESTRESS NO.611 P.2
Doc. No. 34GL-17-0560.*

Department of Revenue and Taxation

Government of Guam
P.O. Box 2796
Agana, Guam 96910

Certification of Tax Exemption

This is to certify that

GUAM RUGBY FOOTBALL CLUB

a Civic and Community Benefit having fully complied with the necessary requirements set forth under section 18521 of the Business Privilege Tax Act of Guam, is hereby declared tax exempt, which exemption will continue indefinitely unless revoked on the basis of further information obtained by audit or otherwise.

11/24/95
DATE

4849

JOSEPH T. DUENAS
COMMISSIONER OF REVENUE AND TAXATION

CALVO FISHER & JACOB LLP

259 Martyr Street
Suite 100
Hagåtña, Guam 96910
P: 671.646.9355 F: 671.646.9403
www.calvofisher.com

LETTER OF TRANSMITTAL

TO: Ross Morrison
GUAM RUGBY CLUB BOARD

FROM: Janalynn Cruz Damian

DATE: December 20, 2011

RE: **GUAM RUGBY CLUB INC.**

VIA: Pick up

THE FOLLOWING:

DESCRIPTION:

1. (Original) Amendment to License Agreement.

ARE TRANSMITTED HEREWITH:

( ) For your information
( ) For your files
( ) Per your request
( ) For your approval
( ) Return executed copy to our office
( ) Per our conversation
( ) For review & comment
( ) For necessary action
( ) For filing in court
( ) For signature & return
(X) See remarks below
( ) For payment
( ) For correction
( ) For signature & forwarding as noted below

REMARKS

Mr. Morrison,

Attached is the original Amendment to License Agreement executed by Monte Mafnas, Guam Chamorro Land Trust Commission. Thank you.

By: _____
Jamie C. Peightal for Janalynn Cruz Damian

Delivered
Calvo Clerk
MARCH 23
4:00 PM
ROSS

387185

Date: 05/03/2017

Property Tax Reminder Notice

PIN: 9440306941
AIN: 10000098640000

REAL PROPERTY TAX DIVISION
P O Box 23607
GMF Barrigada, Guam 96921
(671) 635-1896

Balance Good Through:	**05/03/2017**
Current Year Balance:	**$401.36**
Prior Year(s) Balance: (see below for details)	**$11,221.28**
Total Due:	**$11,622.64**

AUTO
:969321:

CHAMORRO LAND TRUST COMMISSION
PO BOX 2620
HAGATNA GU 96932

Description: M05 L10057-NEW-5

Situs:

Current Charges

PIN	Year	Bill Number	Inst	Due Date	Charges	Interest	Pen/Fees	Paid	Balance
9440306941	2015	RP15069350	1	02/22/2016	175.27	9.64	15.77	0.00	200.68
9440306941	2015		2	04/20/2016	175.27	9.64	15.77	0.00	200.68
Current Year Totals					350.54	19.28	31.54	0.00	401.36

Prior Years							
PIN	Year	Bill Number	Charges	Interest	Pen/Fees	Paid	Balance
9440306941	2014	RP14058486	350.54	40.32	15.77	0.00	406.63
	2014	Totals	350.54	40.32	15.77	0.00	406.63
9440306941	2013	RP13072492	700.20	122.54	31.51	0.00	854.25
	2013	Totals	700.20	122.54	31.51	0.00	854.25
9440306941	2012	RP120000062843	700.20	164.54	31.51	0.00	896.25
	2012	Totals	700.20	164.54	31.51	0.00	896.25
9440306941	2011	RP11125218	700.19	206.56	63.02	0.00	969.77
	2011	Totals	700.19	206.56	63.02	0.00	969.77
9440306941	2010	RP10124633	700.19	248.57	63.02	0.00	1,011.78
	2010	Totals	700.19	248.57	63.02	0.00	1,011.78
9440306941	2009	RP10000366	700.20	248.58	63.02	0.00	1,011.80
	2009	Totals	700.20	248.58	63.02	0.00	1,011.80
9440306941	2008	RP10000365	700.20	248.58	63.02	0.00	1,011.80
	2008	Totals	700.20	248.58	63.02	0.00	1,011.80
9440306941	2007	RP10000364	700.20	248.58	63.02	0.00	1,011.80
	2007	Totals	700.20	248.58	63.02	0.00	1,011.80
9440306941	2006	RP10000363	700.20	248.58	63.02	0.00	1,011.80
	2006	Totals	700.20	248.58	63.02	0.00	1,011.80
9440306941	2005	RP10000362	700.20	248.58	63.02	0.00	1,011.80
	2005	Totals	700.20	248.58	63.02	0.00	1,011.80
9440306941	2004	RP10000361	700.20	248.58	63.02	0.00	1,011.80
	2004	Totals	700.20	248.58	63.02	0.00	1,011.80
9440306941	2003	RP10000360	700.20	248.58	63.02	0.00	1,011.80
	2003	Totals	700.20	248.58	63.02	0.00	1,011.80
Prior Years Total			8,052.72	2,522.59	645.97	0.00	11,221.28

Overall Totals	**8,403.26**	**2,541.87**	**677.51**	**0.00**	**11,622.64**

AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement is made by and between the Chamorro Land Trust Commission ("Licensor") and Guam Rugby Club Inc. ("Licensee").

This Amendment is based on the following facts, which are made a part of this Amendment.

A. On June 1, 2002, Licensor and Licensee entered into a License Agreement whereby Licensee obtained a license for the use of Lot 10057-NEW-5, Dededo, Guam for the purpose of developing sporting facilities (the "Agreement"); and

B. The initial term of the Agreement was extended in 2007 and the Agreement remains in full force and effect; and

C. On December 16, 2010, by duly passed resolution, Licensor approved an amendment of the Agreement to provide for utility access and parking for Licensee's licensed property.

NOW THEREFORE, for the good and valuable consideration of the recitals, terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. A new section 8A is added to the Agreement to read as follows:

> "(8A) **UTILITY ACCESS.** During the duration of this Agreement only and only for purposes of enabling the licensed activity described in Section (2), Licensee shall have access to and use of all utilities, utility easements or lines on Lot No. 10057-NEW-R6, as shown on Exhibit "B," attached hereto and incorporated herein by reference. In the event that repairs are required to the water and/or power line(s) of Licensee that cause damage to adjacent property (including property subject to a license held by Hal's Angels Football Association), Licensee shall restore such property to its previously existing condition."

2. A new section 8B is added to the Agreement to read as follows:

"(8B) **PARKING.** Licensee shall have use for parking of parking areas depicted in Exhibit "C," attached hereto and incorporated herein by reference, which shall be located entirely on Lot No. 10057-NEW-R6. Such parking areas shall be shared with other licensees of Licensor, at Licensor's sole discretion, including Hal's Angels Football Association. Licensee shall, at Licensee's own expense, repair, maintain, and keep such parking areas in good condition and repair at all times during the term of this Agreement."

3. A new section 1A is added to the Agreement to read as follows:

ACCESS TO LICENSED PROPERTY. Pending completion of the new access road depicted on Exhibit "C," Licensee its agents, representatives, employees, licensees, or invitees, shall have access to the licensed property via the existing 40' Wide Public Access & Utilities Rights of Way depicted on Exhibit B (the "old access road"). Upon completion of the new access road, the old access road shall only be used as a utility easement. The new access road shall be shared with other licensees of Licensor, at Licensor's sole discretion, including Hal's Angels Football Association.

4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except as added or amended herein, the provisions, terms, and conditions of the Agreement shall remain in full force and effect and all terms used herein shall have the same meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the ____ day of December, 2011.

LICENSOR:	**LICENSEE:**
CHAMORRO LAND TRUST COMMISSION	**GUAM RUGBY CLUB INC.**
By: Monte Mesngon	By:
Name: MONTE M. MESNGON	Name: Peter Walls
Title: ADMINISTRATIVE DIRECTOR	Title: President

377589_2

CALVO FISHER & JACOB LLP

259 Martyr Street
Suite 100
Hagåtña, Guam 96910
T: 671.646.9355 F: 671.646.9403
www.calvofisher.com

LETTER OF TRANSMITTAL

TO: Ross Morrison
GUAM RUGBY CLUB BOARD

FROM: Janalynn Cruz Damian

DATE: March 23, 2012

RE: **GUAM RUGBY CLUB INC.**

VIA: Pick up

THE FOLLOWING:

DESCRIPTION:

1. Exhibits B and C to the Amendment to License Agreement.

ARE TRANSMITTED HEREWITH:

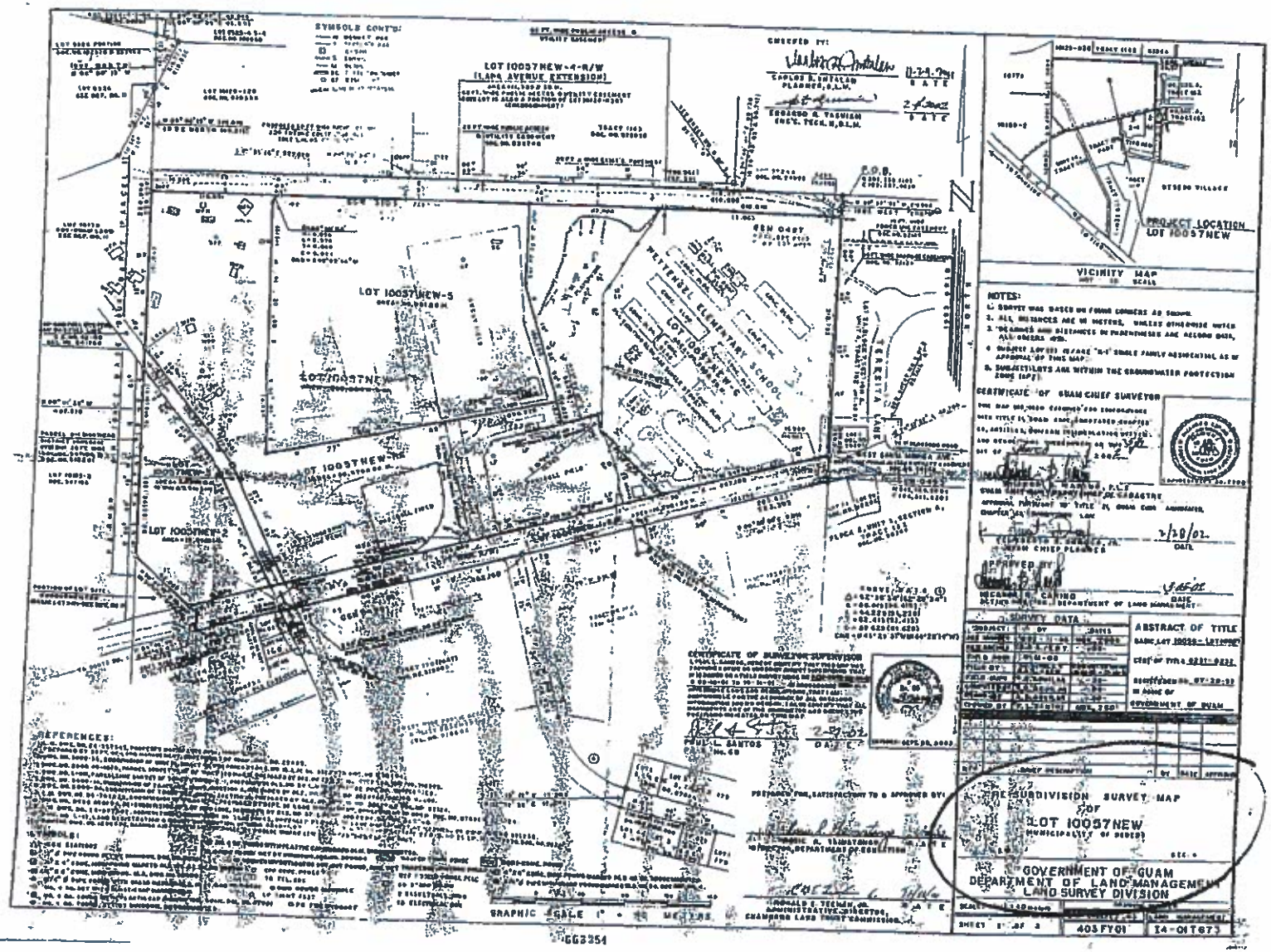
( ) For your information	( ) Per our conversation	( ) For payment
( ) For your files	( ) For review & comment	( ) For correction
(X) Per your request	( ) For necessary action	( ) For signature & forwarding as noted below
( ) For your approval	( ) For filing in court	
( ) Return executed copy to our office	( ) For signature & return	
	(X) See remarks below	

REMARKS

By: JC Peighta
Jamie C. Peightal for Janalynn Cruz Damian

collected march 23

Exhibit "B"

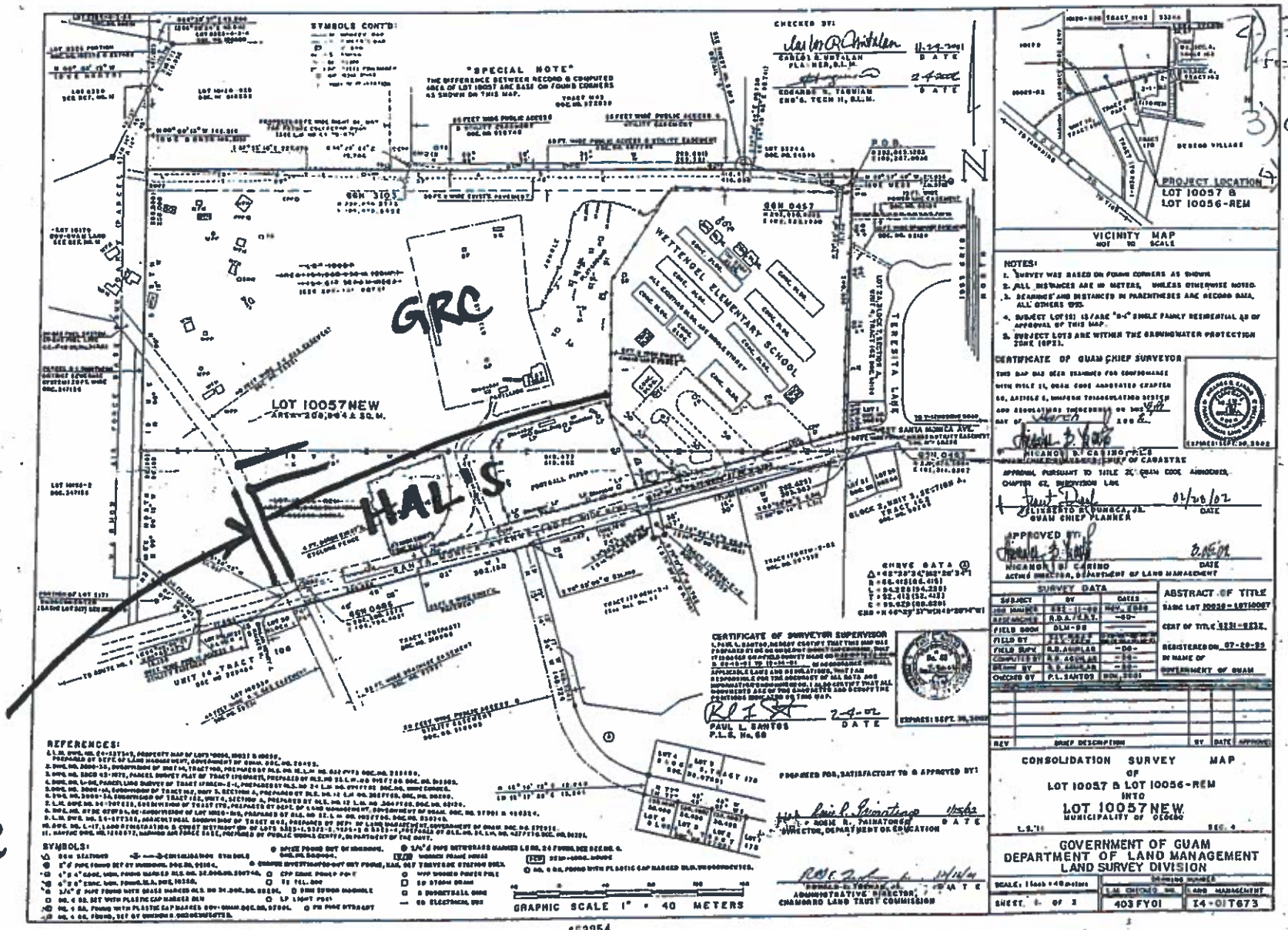


Doc. No. 34GL-17-0560.*

Exhibit "C"



Doc. No. 34GL-17-0560.*



603254

I-673-1/2

I-673-1/2

move access here

Doc. No. 34GL-17-0560.*

POLICY NUMBER: 72805-2

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Sompo Japan Nipponkoa **Sompo Japan Nipponkoa Insurance Inc.** **26-1, Nishi-Shinjuku 1-chome,** **Shinjuku-ku, Tokyo 160-8338, Japan**	**Guahan Insurance Services** **P.O. Box 4195** **Hagatna, Guam 96932**

NAMED INSURED: Guam Rugby Club, Inc.
c/o Peter Walls
MAILING ADDRESS: P.O. Box 12745
Hagatna, Guam 96932
POLICY PERIOD: FROM January 01, 2017 TO January 01, 2018 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	$ 500,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$ 50,000	Any one premises
MEDICAL EXPENSE LIMIT	$ 1,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	$ 500,000	Any one person or organization
GENERAL AGGREGATE LIMIT		$ 500,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		Not Covered
LIQUOR LIABILITY EACH OCCURRENCE LIMIT		$ 1,000
LIQUOR LIABILITY AGGREGATE LIMIT		$ 1,000

RETROACTIVE DATE (CG 00 02 ONLY)

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: NONE
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ TRUST

☐ LIMITED LIABILITY COMPANY ☒ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: Non-Profit, Athletic Club

© ISO Properties, Inc., 2009

LOCATION NUMBER	ALL PREMISES YOU OWN, RENT OR OCCUPY ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	Wettingale Field, Fatima Road, Dededo, Guam

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
1	Non-Profit Athletic Club						

	STATE TAX OR OTHER (if applicable)	$ 15.00
	TOTAL PREMIUM (SUBJECT TO AUDIT)	$ 750.00
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION	$
	AT EACH ANNIVERSARY	$
	(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)	

AUDIT PERIOD (IF APPLICABLE)	☐ ANNUALLY	☐ SEMI-ANNUALLY	☐ QUARTERLY	☐ MONTHLY
N/A				

ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:

As per attached – Schedule of Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

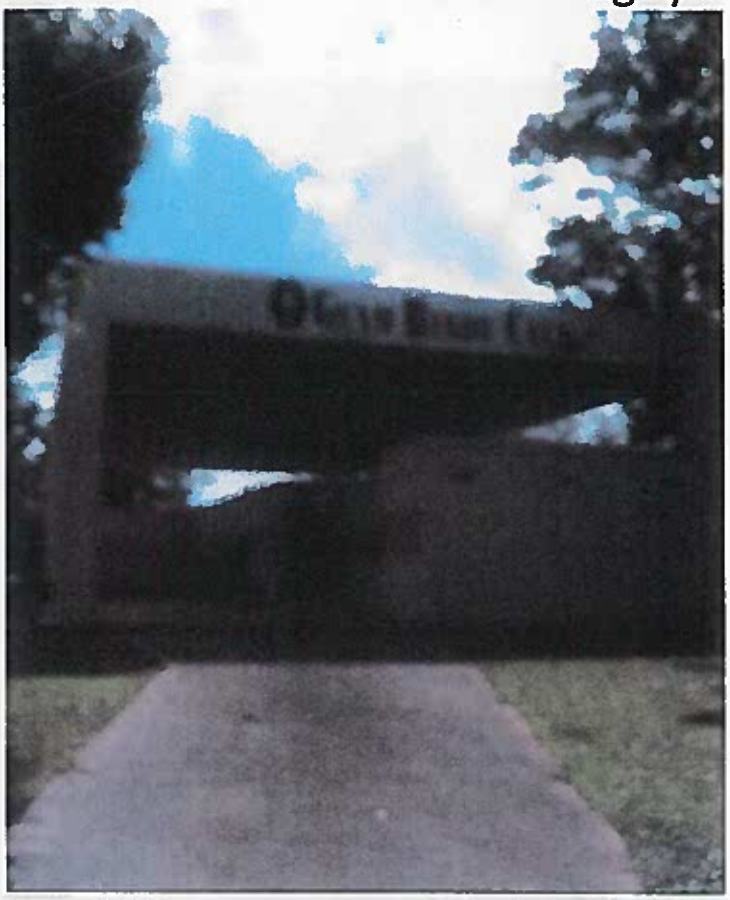
Countersigned: Hagatna, Guam – February 23, 2017	By:
(Date)	(Authorized Representative)

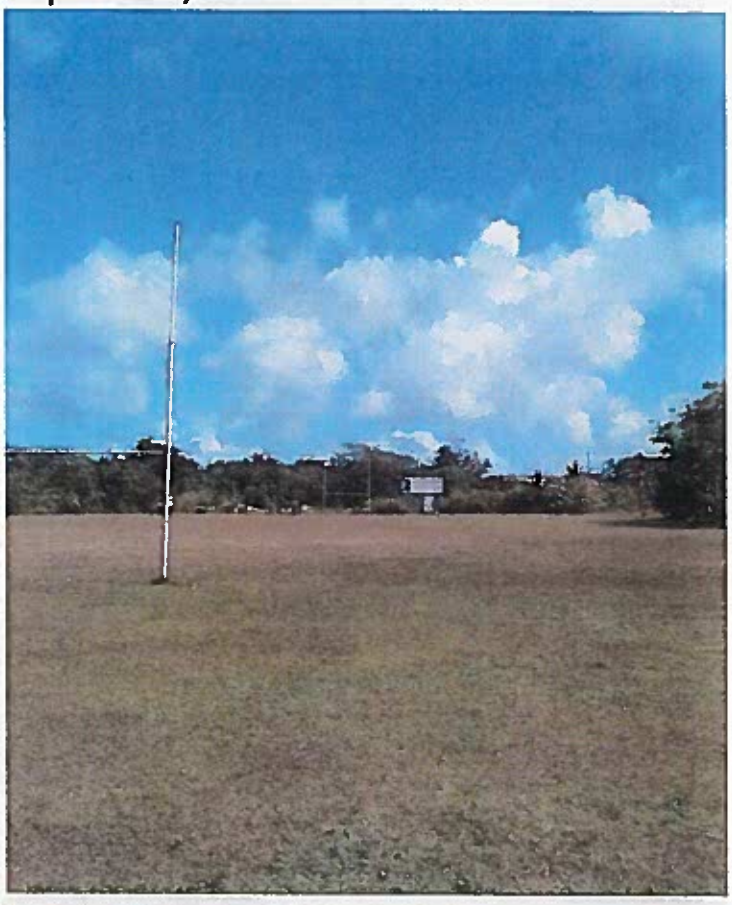
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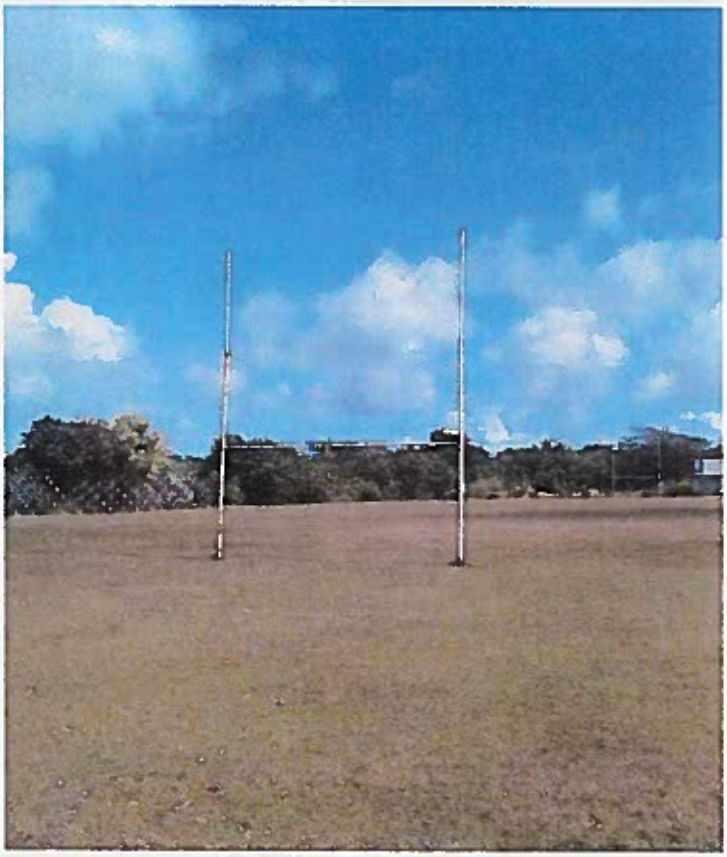
OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

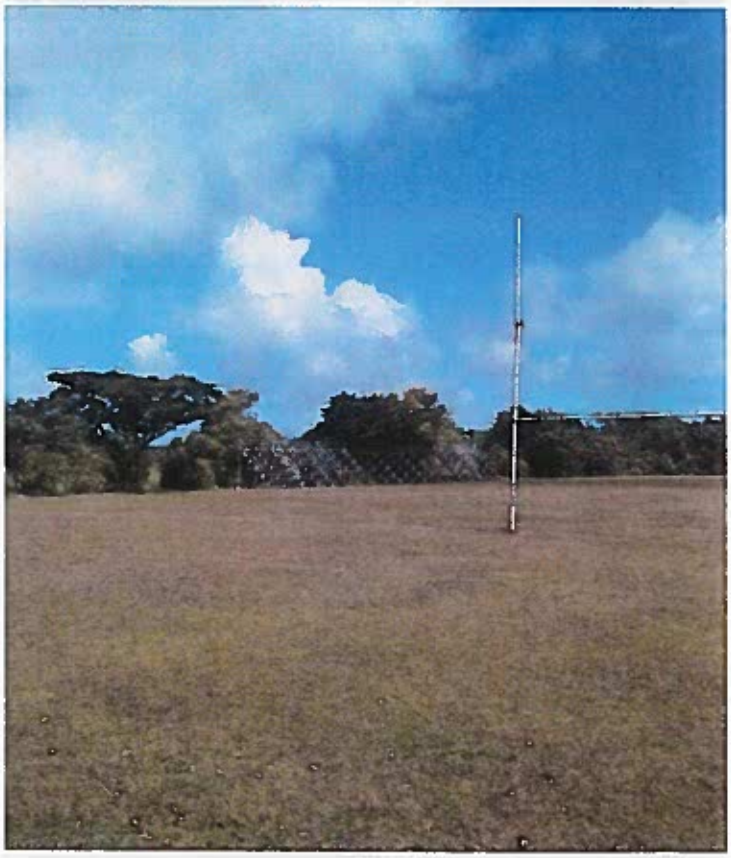
© ISO Properties, Inc., 2000

Guam Rugby Field, April 19, 2017



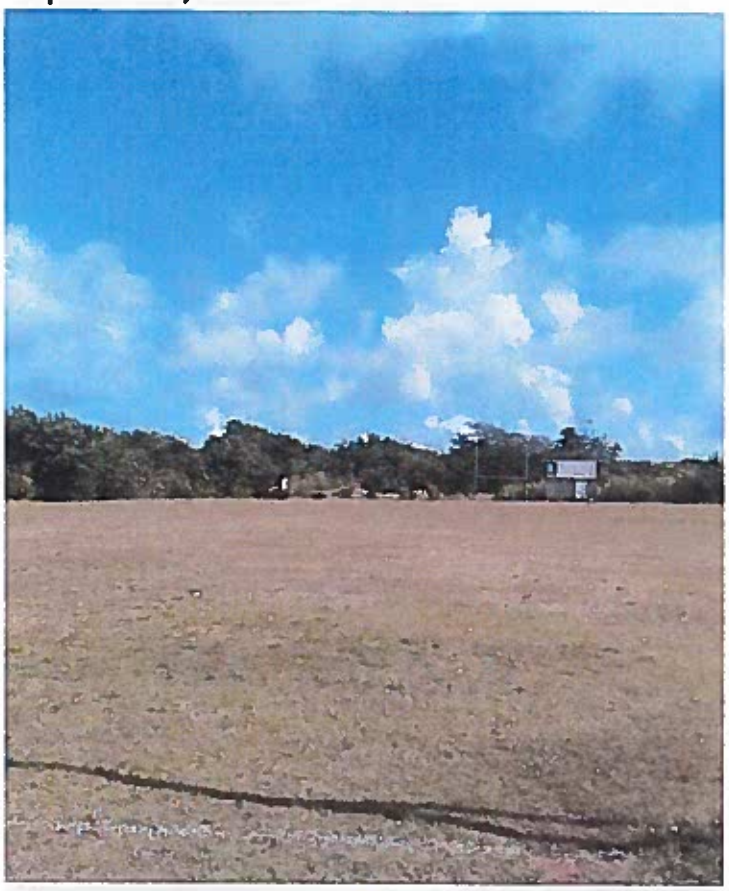


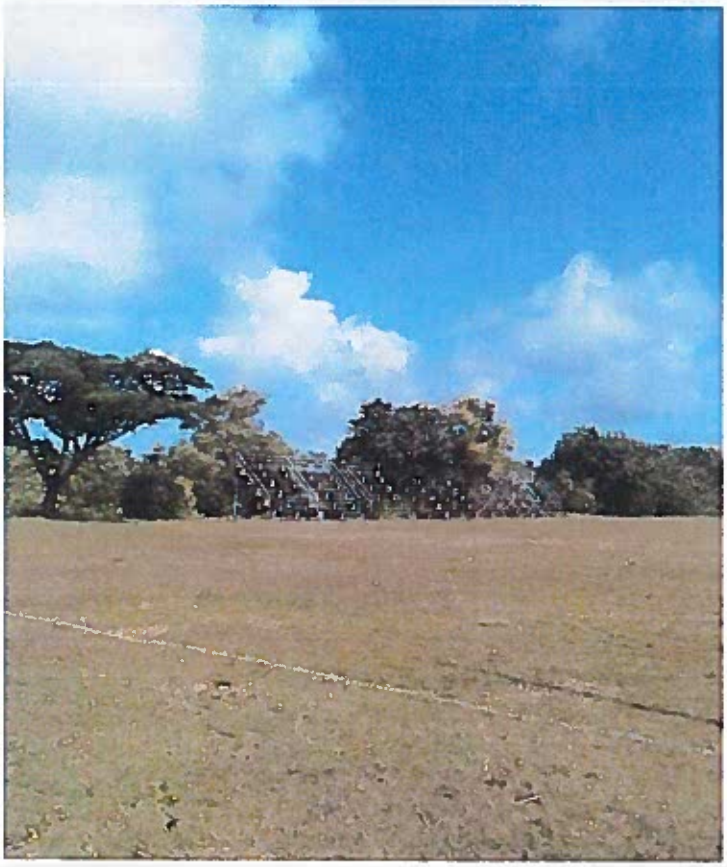


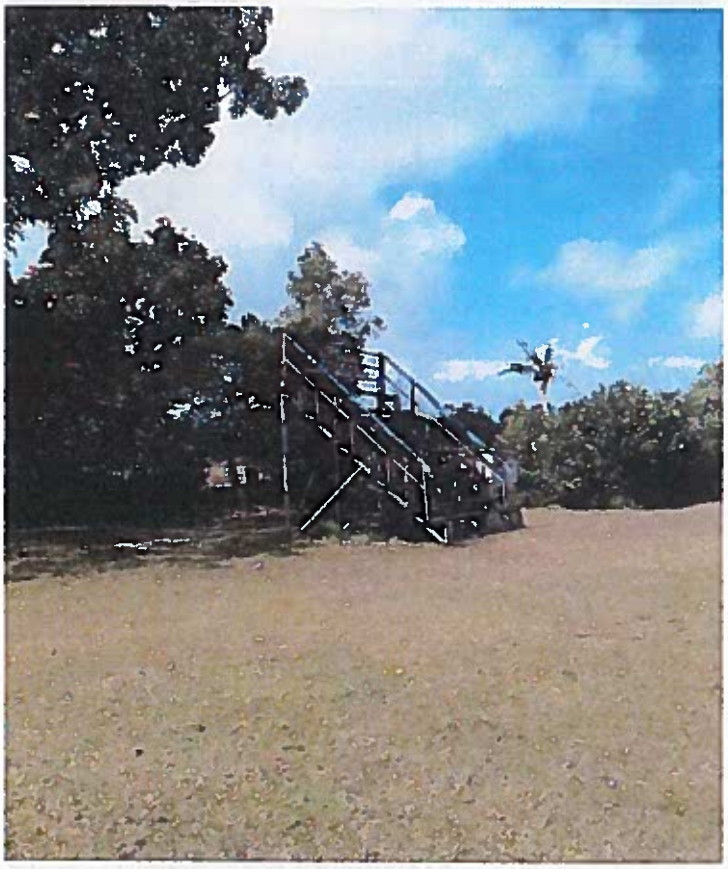


Guam Rugby Field, April 19, 2017

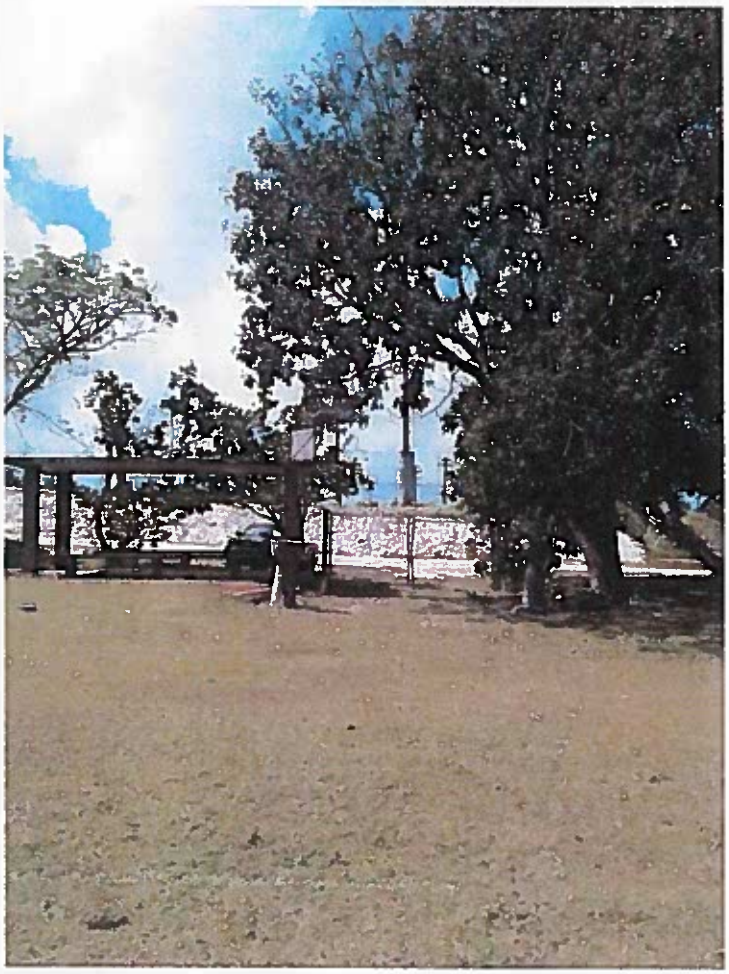








Guam Rugby Field, April 19, 2017



Loan Guaranty – Natasha Cruz

CHAMORRO LAND TRUST
Board of Commissioners Meeting
~~April 20, 2017~~ 5/18/17

NATASHA NICOLE D. CRUZ– REQUEST FOR LOAN GUARANTEE FOR THE AMOUNT OF $129,000.00

1. **FACTS:**

   a. **Location:** The Subject Lot is located in the Municipality of Dededo, Lot 4, Block 6, Tract, 1143.

   b. **Field Description:** The site presently has a approximately 75 citrus tree in planters, and several that are in the ground, there are also several palm tree in planters and in the ground as well with utilities available within one hundred feet from the site.

2. **CHRONOLOGICAL FACTS:**

   a. **Application Date and Time:** December 5, 1995, 3:51pm numerical designation 001352. (Julia Lizama Cruz, Applicant)

   b. Death certificate of applicant dated July 23, 2004

   c. Request to transfer under Beneficiary status

      a. Ted R. Cruz
         i. Maria E.L. Cruz

   d. Residential Lease dated July 18, 2014
      a. Maria Elenia Cruz Camacho

   e. Relinquishment of Property dated August 16, 2016
      a. Maria E.C. Camacho to Natasha N.D. Cruz

   f. Addendum to Lease dated September 20, 2016
      a. Instrument number 897774 recorded September 23, 2016
         i. Natasha Nicole Duenas Cruz, Lessee

   g. March 29, 2017 Guam Housing Corporation Pre-Approved a loan for the amount of one hundred twenty nine thousand dollars $129,000.00.

   h. April 17, 2017, Applicant submitted a copy of a Building Construction Contract from.

   i. April 17, 2017 Applicant submitted a copy of her floor Plan.

ORIGINAL

3. **Recommendations:** Natasha Nicole D. Cruz, has been pre-approved by Guam Housing Corporation for the amount of $129,000.00 to construct a home on her leased Chamorro Land Trust property. Without the approval of her loan guarantee request Guam Housing Corporation will not be able to finalize the loan. We therefore recommend approval of her loan guarantee in the amount of one hundred twenty nine thousand dollars $129,000.00.

Attachments: Guam Housing Pre-Approval letter
Floor plans

Construction Contract from Huang's Construction

GUAM HOUSING CORPORATION
Kotporasion Ginima' Guahan

GUAM HOUSING CORPORATION

March 29, 2017

Natasha Nicole D. Cruz
Shane A. Perez
P.O. Box 9374
Dededo, Guam 96929

Dear **Ms. Cruz and Mr. Perez**

The Board of Directors of Guam Housing Corporation is pleased to inform you that your application for a mortgage home loan has been approved. The Construction Loan will be made available to you subject to the following terms and conditions:

PROGRAM:	**Direct Loan Program (SRF) (4.59%)**
PURPOSE:	**Construction**
LOAN AMOUNT:	**$129,000.00**
TERM:	**30 years**
CLOSING FEE:	**$9,533.93**
DOWN PAYMENT:	----------
CONDITIONS:	**1 Provide Loan Guaranty from CLTC**
	2. Provide Homeowner's Insurance Policy upon receipt of Building Permit (Certificate of Occupancy)

Loan closing must take place within thirty (30) days of your receipt of this letter. However, prior to loan closing, we require that you submit an adequate Construction Performance Bond Agreement, Builder's Risk Insurance, Approved Plans, and Notice to Proceed.

Should you have any questions or require additional information, please call your loan officer at 647-4143.

Sincerely,

Christopher M. Duenas
Acting President

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

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder

File for Record is Instrument No. 897774

On the Year 16 Month 9 Day 23 Time 318

Recording Fee 25 Receipt No. 46287

County Recorder JOEL D. ANTENORCRUZ

(Space Above Line for Recorder's Use Only)

ADDENDUM TO RESIDENTIAL LEASE RECORDED WITH THE DEPARTMENT OF LAND MANAGEMENT, OFFICE OF THE RECORDER ON AUGUST 28, 2014, UNDER INSTRUMENT NO. 868910

BETWEEN

CHAMORRO LAND TRUST COMMISSION
(LESSOR)

AND

NATASHA NICOLE DUENAS CRUZ
(LESSEE)

ADDENDUM TO RESIDENTIAL LEASE

20th THIS ADDENDUM TO RESIDENTIAL LEASE is made and entered into this ____ **day of** September **, 2016,** by and between the Chamorro Land Trust Commission ("Lessor"), whose address is P.O. Box 2950 Hagatna, Guam 96932, and **Natasha Nicole Duenas Cruz ("Lessee")**, whose address is P.O. Box 9374, Dededo, Guam, 96929.

THIS ADDENDUM is executed relative to changing the Lessee of the Residential Lease entered into on the 18th day of July, 2014, by and between the Chamorro Land Trust Commission ("Lessor"), and Maria Elenia Cruz Camacho ("Lessee") recorded on August 28, 2014 with the Department of Land Management, Office of the Recorder, under Instrument Number 868910.

WITNESSETH:

Natasha Nicole Duenas Cruz whose mailing address is P.O. Box 9374 Dededo, Guam 96929 hereinafter referred to as "Lessee".

IN WITNESS WHEREOF, the undersigned have executed this Addendum to Residential Lease on September 20, 2016.

LESSOR:

MICHAEL J.B. BORJA
Administrative Director
Chamorro Land Trust Commission

LESSEE:

Natasha Nicole Duenas Cruz

ACKNOWLEDGEMENT

On this 20th day of September, 2016, before me the undersigned notary personally appeared MICHAEL J.B. BORJA, Administrative Director, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

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

Notary Public _____

My Commission Expires July 13, 2019

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JULY 13, 2019
P.O. Box 2950 Hagatna, Guam 96932

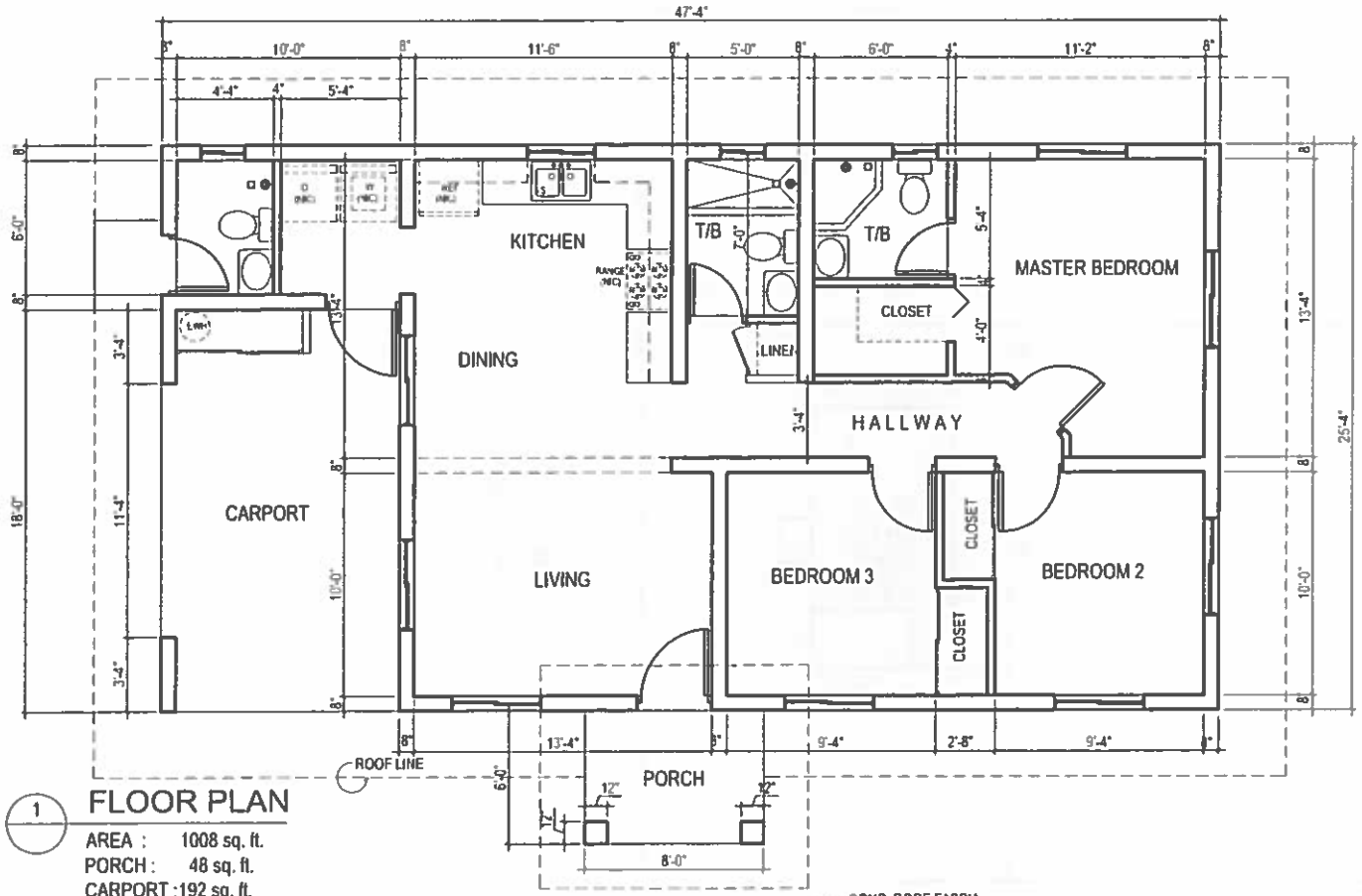
On this 23rd day of September, 2016, before me the undersigned notary personally appeared Natasha Nicole Duenas Cruz, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

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

Notary Public _____

My Commission Expires NOV - 10, 2018

AMBER MARIANO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: NOV. 10, 2018
Commission: NP No. 14-0102P
450 Route 8 Maite, Guam 96910

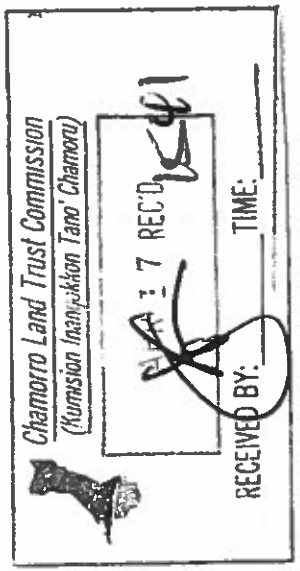


1 FLOOR PLAN

AREA : 1008 sq. ft.
PORCH : 48 sq. ft.
CARPORT : 192 sq. ft.

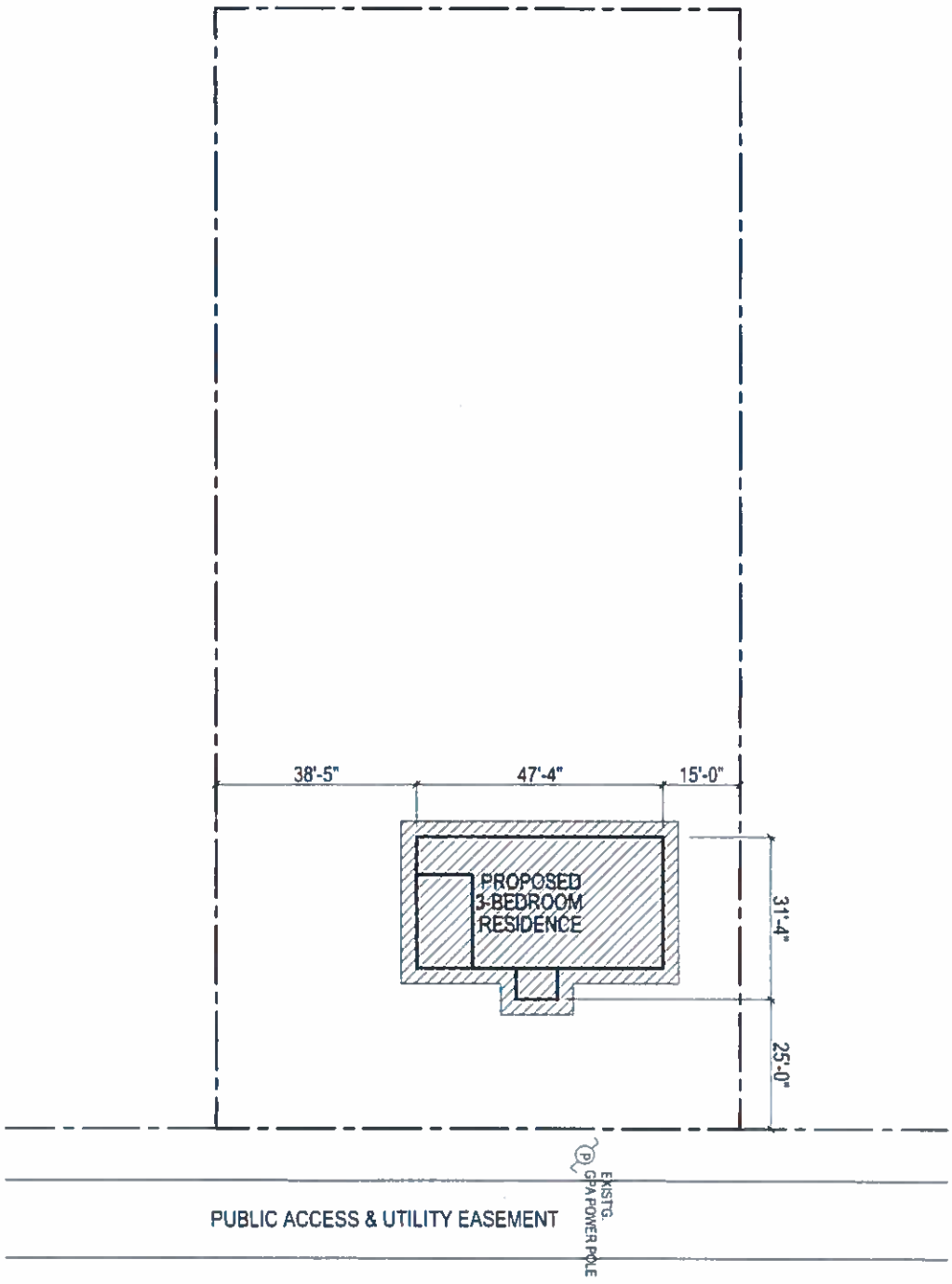


2 FRONT ELEVATION



Doc. No. 34GL-17-0560.*

PROJECT TITLE: PROPOSED 3-BEDROOM RESIDENCE		
LOCATION: LOT NO. 4, BLK. 6, TRACT 1143 DEDEDO, GUAM	OWNER: NATASHA CRUZ SHANE PEREZ	DWG NO. A-1



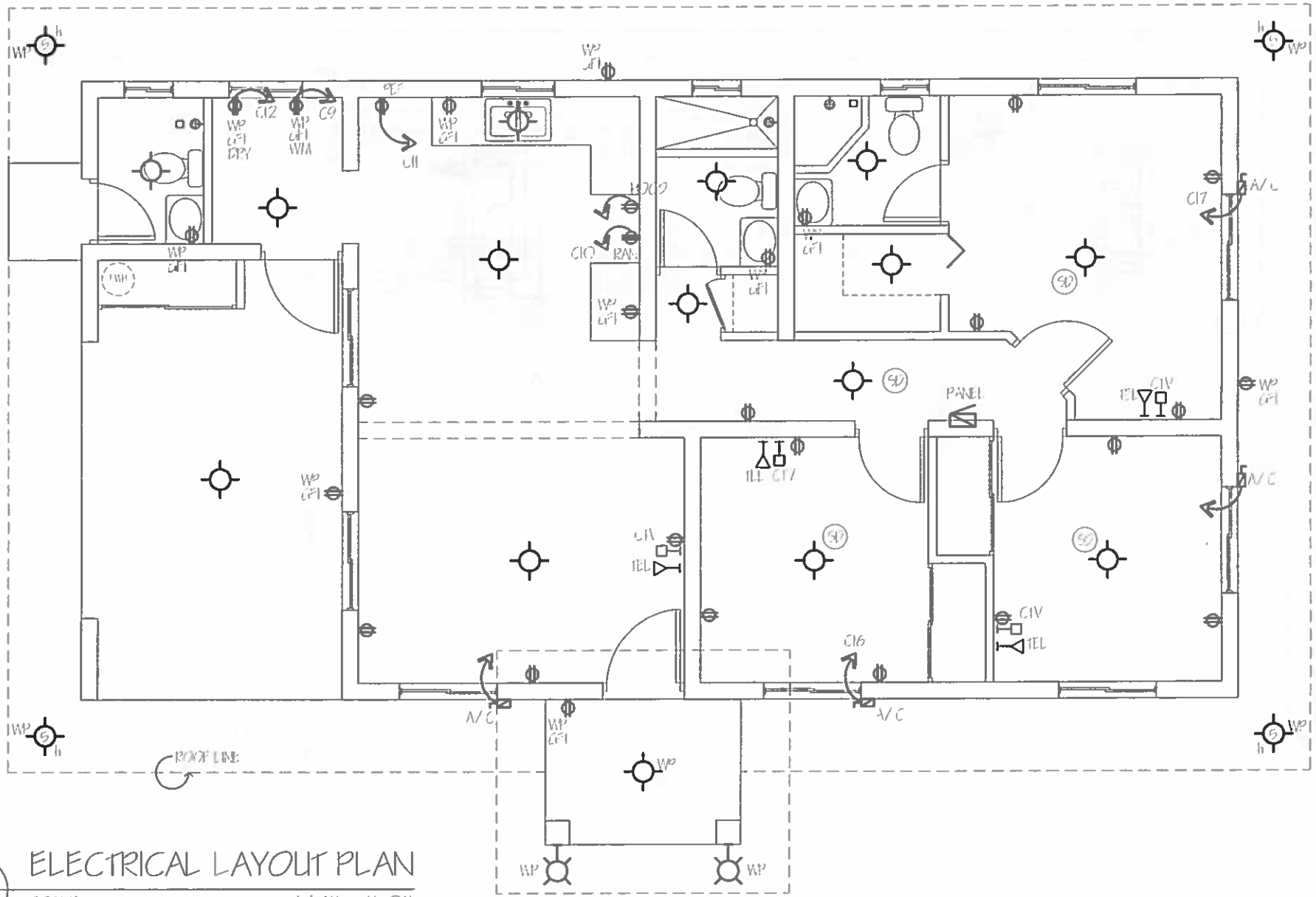
SITE PLAN

PROJECT TITLE:
PROPOSED
3-BEDROOM RESIDENCE

LOCATION:
LOT NO. 4, BLK. 6, TRACT 1143
DEDEDO, GUAM

OWNER:
NATASHA CRUZ
SHANE PEREZ

DWG NO.
C-1



ELECTRICAL LAYOUT PLAN

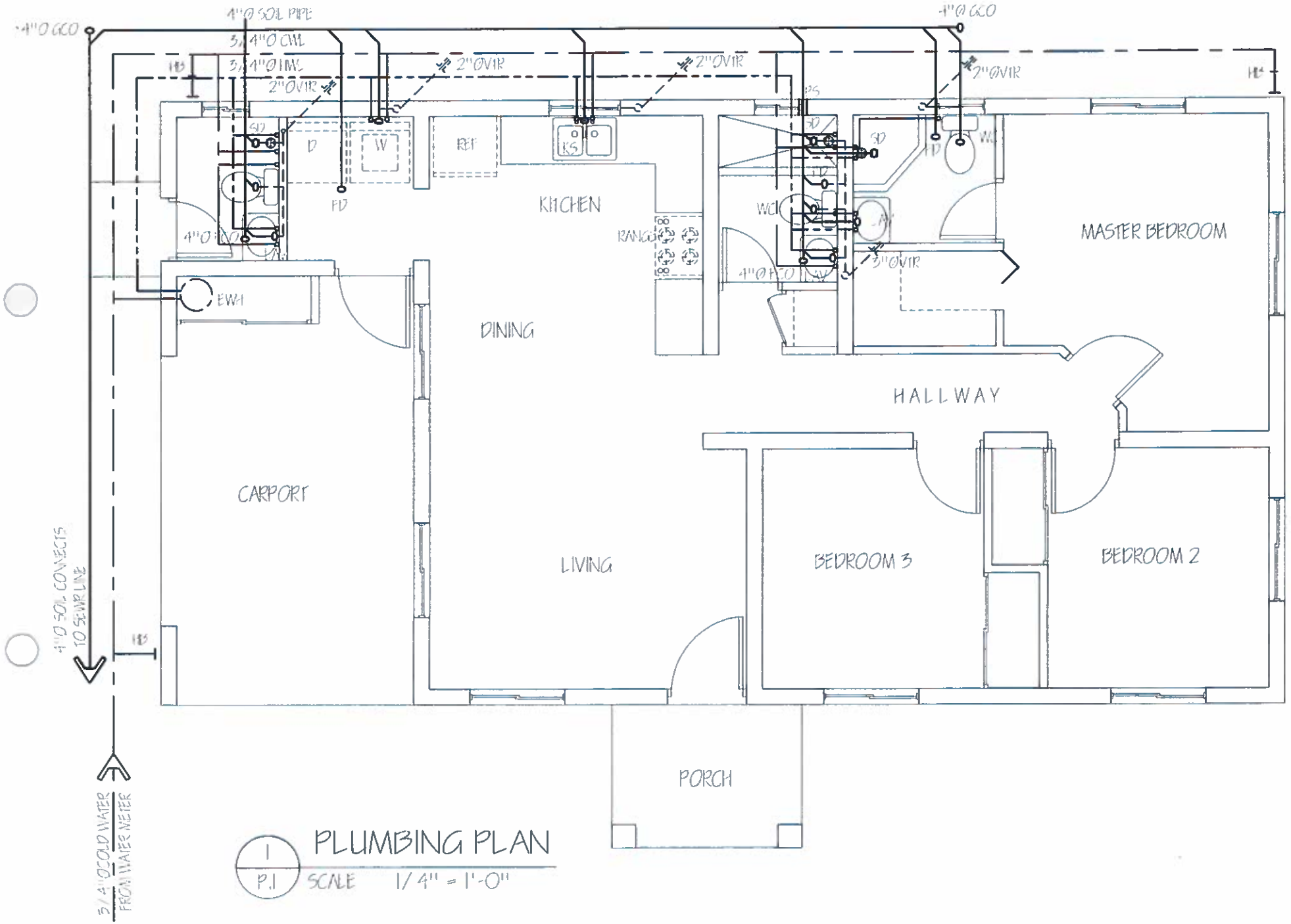
1 / E.1

SCALE 1/4" = 1'-0"

NOTES:

1. SMOKE DETECTORS SHALL BE CENTRALLY LOCATED IN SLEEPING ROOMS AND HALLWAYS (UBC SEC 1210)
2. SMOKE DETECTORS SHALL BE WIRED IN TANDEM SO THAT IF ONE DETECTOR IS ACTIVATED, ALL OTHER DETECTORS SHALL SOUND AN ALARM SIMULTANEOUSLY

Doc. No. 34GL-17-0560.*



Doc. No. 34GL-17-0560.*

Premiere Properties
Management

WAVIER OF LAIBILITY

Premiere Properties Management is not a contractor and is not employed by any contractor. Premiere Properties Management is indemnified from any liabilities regarding the construction, content of the construction and any other matter relating to the construction of the project. Contractual obligations are strictly between the owner of the property and the contractor of record.

LOT 14 Blk 6 Tract 1143 Dededo, Guam

Shane Perez

Natasha Cruz

Date: _____

WEST ENTERPRISES, INC.

Date: 9/27/16

Chamorro Land Trust Commission
Kumision Inangokkon Tano' Chamoru
APR 17 RECD
RECEIVED BY: _____ TIME: _____

☐ Proposed Construction

Form approved
Budget Bureau No. 63-R0055

☐ Under Construction

Description of Materials

Property Address Lot 10 Block 6 Tract 1143 City Dededo State GUAM

Mortgagor or Sponsor Natasha Cruz & Shane Perez

Address 140 Asconcio Place Barrigada Guam 96913

Contractor or Builder WEST ENTERPRISES, INC., LICENSE NO. 8518

Address P.O. BOX 8755, TAMUNING, GUAM 96931

Instructions

1. For additional information on how this form is to be submitted, number of copies, etc., see the instructions applicable to the FHA Application for Mortgage Insurance or VA Request for Determination of Reasonable Value, as the case may be.
2. Describe all materials and equipment to be used, whether or not shown on the drawings, by marking an X in each appropriate Check-box and entering the information called for in each space. If each space is inadequate, enter "see misc." and describe under item 27 or on attached sheet.
3. Work not specifically described or shown will not be considered unless required, then the minimum acceptable will be assumed. Work exceeding minimum requirements cannot be considered unless specifically described.
4. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
5. Included signatures required at the end of this form.
6. The construction shall be completed in compliance with the related drawings and specifications, as amended during processing. The specifications include this Description of Materials and the applicable Minimum Property Standards.

1. Excavation

Bearing soil, type _____

2. Foundations

Footings: Concrete mix Ready Mix strength: psi 3000 Reinforcing Rebar
Foundation wall: material Size 8"x8"x16" Reinforcing
Interior foundation wall: material CMU size 8"x8"x16" Party foundation wall
Columns: material and sizes Piers: material and reinforcing
Girders: material and sizes Sills: material
Basement entrance areaway Windows: areaways
Waterproofing Polyethylene Footing drains
Termite protection As per license termite treatment company recommendation w/ 15 months warranty
Basement less space: ground cover insulation foundation vents
Special foundations
Additional Information

3. Chimneys

Materials N/A Prefabricated (make and size)
Flue Lining: material Heater flue size Fireplace flue size
Vents (material and size): gas or oil heater water heater
Additional information

4. Fire places

Type: ☐ solid fuel ☐ gas-burning ☐ circulator (make and size) N/A Ash dump and clean-out
Fireplace: facing lining hearth mantel
Additional Information

5. Exterior Walls

Wood Frames: wood grade, and species ☐ Corner bracing: Building paper or felt
Sheathing: thickness width ☐ solid ☐ spaced " o.c. ☐ diagonal
Siding: grade type size exposure fastening
Shingles: grade type size exposure fastening
Stucco: thickness Lath weight lb
Masonry veneer: CMU sills 8" lintels 12" base flashing
Masonry: ☒ solid ☐ faced ☐ stuccoed; total wall thickness: facing thickness: facing materials: cement mutar
Back-up material thickness bonding
Door Sills: concrete Window sill's: Concrete Lintels: Concrete Base flushing
Interior surfaces: dam pproofing coats of furring
Additional Information
Exterior painting: material Masonry paint latex or acrylic number of coats 2 plus base
Gable wall construction: ☐ same as the main walls ☐ other construction

6. Floor Framing

Joists: wood, grade and species _____ other _____ bridging _____ anchors _____
Concrete slab: ☐ basement floor ☐ first floor ☐ ground supported ☐ self supporting mix _____ thickness _____
Reinforcing 6"X6" - 10/WWF insulation _____ membrane _____
Fill under slab: material Base coarse thickness 4" Additional Information _____

7. Sub flooring (describe under flooring for special floors under item 21.)

Material: grade and species N/A size _____ type _____
Laid: ☐ first floor ☐ second floor ☐ attic _____ sq ft ☐ diagonal ☐ right angles. Additional Information _____

8. Finish Flooring (wood only. Describe other finish flooring under item 21.)

Location	Rooms	Grade	Species	Thickness	Width	Bldg. Paper	Finish
First Floor							
Second Floor							
Attic Floor	Sq ft						

Additional Information _____

9. Partition Framing

Studs: wood, grade, and species N/A size and spacing _____ other _____
Additional Information _____

10. Ceiling Framing

Joists: wood, grade, and species N/A other _____ bridging _____
Additional Information _____

11. Roof Framing

Rafters: wood, grade, and species N/A Roof trusses (see details): grade and species _____
Additional Information Concrete Beam

12. Roofing

Sheathing: wood, grade, and species Roof slab 3,000 PSI reinforced ☐ solid ☐ spaced ☐ _____" o.c.
Roofing _____ grade _____ size _____ type _____
Under layment _____ weight or thickness _____ size _____ fastening _____
Built-up roofing _____ number of plies _____ surfacing material _____
Flashing: material _____ gage or weight _____ ☐ gravel stops ☐ snow guards
Additional Information: _____

13. Gutters and Downspouts

Gutters: material N/A gage or weight _____ size _____ shape _____
Downspouts: material _____ gage or weight _____ size _____ shape _____ number _____
Downspouts connected to: ☐ storm sewer; ☐ sanitary sewer; ☐ dry-well; ☐ Splash blocks: material and size _____
Additional Information Exterior with ABS pipe 2 inch with splash block

14. Lath and Plaster

Lath ☐ walls ☐ ceilings: material _____ weight or thickness _____ plaster coats, finish _____
Dry-wall ☐ walls ☐ ceiling: materials _____ thickness _____, finish _____
Joint treatment _____

15. Decorating (Paint, wallpaper, etc.)

Rooms	Wall Finish Material and Application	Ceiling Finish Material and Application
Kitchen	2 coats Latex Paint	2 coats Latex Paint
Bath	2 coats Enamel Paint	2 coats Enamel Paint
Other	Latex Paint	Latex Paint

Additional Information *PRIMER PRIOR TO COATS
Choice for Exterior)

16. Interior Doors and Trim

Doors: type Hollow Core flush type material Phil mahogany/ A/S thickness 1 3/8"
Door trim: type _____ material _____ Base: type _____ size _____
Finish: doors _____ trim _____
Other trim (item, type, and location) _____
Additional Information _____

17. Windows

Windows: type Sliding Glass make French Windows material Aluminum thickness 1" Frames
Glass: grade _____ ☐ sash weights; ☐ balances, type _____ head flashing _____
Trim: type _____ material _____ paint _____ number of coats _____
Weather-stripping: type _____ material _____ storm sash, number _____
Screens: ☐ full; ☐ half, type _____ number _____ screen cloth material _____
Basement windows: type _____ materials _____ screens, number _____ storm sash, number _____
Special windows _____

Additional Information *NOTE: OWNER PAYS FOR COST BEYOND A STANDARD 4A4 WINDOW*

18. Entrances and Exterior Detail

Main entrance door: Material Solid Core width 36" thickness 1 3/4" Frame material Wood thickness 3/4" Other entrance doors: materials (1) Solid Core width 36" thickness 1 3/4" Frame material Wood thickness 3/4" Head flashing _____ Weather stripping, type _____ saddles _____
Screen Doors: thickness _____ number _____ screen cloth material _____ Storm doors thickness _____ number _____
Combination storm and screen doors: thickness _____ number _____ screen cloth material _____
Shutters: ☐ hinged ☐ fixed. Railings _____ Attic louvers _____
Exterior millwork: grade and species _____ Paint _____ number of coats _____
Additional information **NOTE: OWNER PAYS COST DIFFERENCE FOR A MAIN ENTRY DOOR ABOVE $100.00*

19. Cabinets and Interior Detail

Kitchen cabinets, wall units, material Plywood ¾ thick exterior grade lineal feet of shelves _____ shelf width _____
Base units material lumber counter top ceramic tile edging ceramic tile
Back and end splash ceramic tile Finish of cabinets stain and varnish number of coats 3
Medicine cabinets, make US model w/ glass shelves and mirror door
Other cabinets and built-in furniture 3/4" plywood for cabinet work and shelving
Additional information closet doors hollow core flush type 1 1/8 thick except that outside storage doors to be solid

20. Stairs

Stairs	Treads Materials	Treads Thickness	Risers Materials	Risers Thickness	Strings Materials	Strings Size	Handrail Materials	Handrail Size	Balusters Material	Balusters Size
Basement	N/A									
Main										
Attic Floor										

Disappearing make and model number _____

Additional Information _____

21. Special Floors and Wainscot

	Location	Material, Color, Border, Sizes, Gage, Etc	Threshold Material	Wall Base Material	Under Floor Material
	Kitchen	Ceramic Tile 12" x 12"		Ceramic	Concrete
	Bath	Ceramic Tile		Ceramic	Mortar
		Living area ceramic comp tile			
	Location	Material, Color, Border, Sizes, Gage, Etc	Height	Height over tub	Height in showers (from floor)
	Bath	Paint Enamel		4" ceramic	6" ceramic

Bathroom Accessories ☐ Recessed, Material _____ Number _____ ☐ Attached, material _____, number _____
Additional Information _____

22. Plumbing

Fixture	Number	Location	Make	MFR's fixture Identification No	Size	Color
Sink	1	Kitchen	US standard			Aluminum
Lavatory	3	Bathroom	US standard			White
Water Closet	3	Bathroom	US standard			White
Bathtub		Bathroom	US standard			White
Shower Stall	2	Bathroom				
Standup Shower Stall		Bathroom				
Laundry Trays	1	Laundry				

☒ Shower Curtain Rod ☐ Door ☐ Shower pan, material _____ ☒ Towel Holder Rack ☒ Toilet Paper Holder
Water supply ☒ public ☐ community system ☐ individual (private) system *
Sewage disposal ☒ public ☐ community system ☐ individual (private) system *
Show and describe individual system in complete detail in separate drawings and specifications according to requirements
House drain (inside) ☐ cast iron, ☐ tile, ☐ other ABS House sewer (outside) ☐ cast iron, ☐ tile, ☐ other _____
Water piping ☐ galvanized steel, ☐ copper tubing, ☐ other _____ _____ sill cocks, number _____

Domestic water heater type _____, make and model _____ heating capacity _____
_____ gph 100° rise. Storage tank material _____, Capacity 40 gallons
Gas Service ☐ utility company, ☐ liq. Pet gas; ☐ other _____ ☐Gas piping: ☐ cooking; ☐ house heating
Footing drains connected to ☐ storm sewer, ☐ sanitary sewer, ☐ dry well. Sump pumps, make and model _____
_____, capacity _____; discharges into _____
Additional information _____

23. Heating

☐ Hot water ☐ Steam ☐ Vapor. ☐ One-pipe system. ☐ Two-pipe system.
☐ Radiators ☐ Convectors ☐ Baseboard radiation. Make and Model N/A
Radiant Panel ☐ floor, ☐ wall, ☐ ceiling. Panel coil Material _____
☐ Circulator ☐ Return pump. Make and model _____ capacity _____ gpm.
Boiler: make and model _____ Output _____ Btuh Net rating _____ Btuh
Additional information _____
Warm air: ☐ Gravity ☐ Forced Type of system _____
Duct material: supply _____ return _____ Insulation _____ thickness _____ ☐ outside air intake
Furnace: make and model _____ Input _____ Btuh _____
Additional Information _____
☐ Space Heater, ☐ floor furnace, ☐ wall heater. Input _____ Btuh Output _____ Btuh Number units _____
Make model _____ Additional information _____
Controls: makes and types _____
☐Fuel: ☐ Coal, ☐ oil, ☐ gas, ☐ liq. Pet. Gas, ☐ electric, ☐ other _____, storage capacity _____
Additional information _____
Firing equipment furnished separately ☐ gas burner, conversion type ☐Stoker: hopper feed ☐ , bin feed ☐
Oil burner ☐ pressure atomizing, ☐ vaporizing _____
Make and Model _____ Control _____
Additional information _____
Electric heating system: type _____ Input _____ watts @ _____ volts, output _____ Btuh
Additional Information _____
Ventilating equipment: attic fan, make and model _____ capacity _____ cfm
Kitchen exhaust fan, make and model _____
Other heating, ventilating, or cooling equipment _____

24. Electric Wiring

Service ☐☐☒overhead, ☐underground. Panel ☐ fuse box, ☒ circuit-breaker, make _____ Amps 150 No. Circuits _____
Wiring: ☒ conduit, ☐ armored cable; ☐ nonmetallic cable, ☐ knob and tube, ☐ other _____
Special outlets: ☐ range, ☐ water heater; ☐ other _____
☐ Doorbell ☐ Chimes. Push button locations _____ Additional Information _____

25. Lighting Fixtures

Total number of fixtures _____ Total allowance for fixtures, typical installation, $ 15.00
Non typical installation _____
Additional Information _____single pole switch_____

26. Insulation

Location	Thickness	Material, Type, and Method of Installation	Vapor Barrier
Roof			
Ceiling			
Wall			
Floor			

Hardware: (make, material, and finish) U.S Manufactured, standard hardware. Hinges & locksets included security latch set for each exterior door – latch set operable by key outside and knob inside _____
Special Equipment: (State material or make, model and quantity. Include only equipment and appliances which acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattels prohibited by law from becoming realty.) _____

27. Miscellaneous: (Describe any main dwelling materials, equipment, or construction items not shown elsewhere, or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)_____

Porches: CMU with plaster

Terraces:
N/A

Garages: CMU with plaster

Walk and Driveways:
Driveway: width ___, base material _____, thickness _____" Surfacing material _____ thickness _____"
Front walk: width _____, material _____ thickness _____" Service walk: width _____, material _____, thickness _____"
Steps: material _____, treads _____" risers _____" Cheek walls _____

Other onsite improvements:
(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading drainage structures, retaining walls, fences, railings, and accessory structures.)

Landscaping, planting, and Finish Grading:
Topsoil _____" thick ☐ front yard ☐ aside yards, ☐ rear yard to _____ feet behind main building
Lawns (seeded, sodded or sprigged): ☐ front yard _____, ☐ side yards _____, ☐ rear yard _____
Planting: ☐ as a specified and shown on drawings, ☐ as follows
_____ Shade trees, deciduous _____" caliper _____ Evergreen trees, _____" to _____", B & B
_____ Low flowering trees, deciduous, _____ to _____ Evergreen shrubs, _____" to _____" B & B
_____ High-growing shrubs, deciduous, _____ to _____ Vines 2 year
_____ Medium-growing shrubs, deciduous, _____ to _____
_____ Low-growing shrubs, deciduous, _____ to _____

Identification – This exhibit shall be the identified by the signature of the builder, or sponsor, and or the proposed mortgagor if the letter is known at the time of application

Date 5/27/16 Signature _____ Signature _____

WEST ENTERPRISES INC.
(Contractor)

Natasha Cruz
(Owner)

Shane Perez
(Owner)

Building Construction Contract

THIS AGREEMENT, made this 12th day of September 2016, between Natasha Cruz & Shane Perez, hereinafter called Owner, whose address is 140 Asconejo Place Barrigada Guam 96913 and WEST ENTERPRISES INC. LICENSE NO. 8518, hereafter called Contractor, whose address is P.O. BOX 8755 TAMUNING, GUAM 96931

In consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. Contractor agrees to construct and complete in a good, workmanlike and substantial manner, upon the real property hereinafter described, furnishing *all labor*, materials, tools and equipment therefore, a
3 BEDROOM, 2 BATHROOM RESIDENTIAL HOME, APPROXIMATELY 1007 S.F. LIVING AREA, 192 S.F. CARPORT 60 S.F. Porch upon the following described real property:

LOT 20 Block 6 Tract 1143 Dededo, GUAM

2. The structure is to be constructed and completed in strict conformance with plans and specifications that have been filed with the DEPARTMENT OF LAND MANAGEMENT OF GUAM, DEPARTMENT OF PUBLIC WORKS, and GUAM HOUSING CORPORATION hereinafter referred to as Lien Holder, if no First Lien Holder is named herein all reference to same in this contract is to be disregarded. The structure is also to be constructed and completed in strict compliance with all laws, ordinances, rules and regulations of competent public authority, and Contractor is to apply for and obtain all required permits, paying all fees therefore, and all other fees required by such public authority. Borrower will be responsible for paying any governmental inspection fees that maybe required to obtaining a building permit including GWA application fee, system upgrade fee and water meter cost and any governmental utility fees. Owner will also be responsible for clearing the plans for permit with Highway Division at owners cost.

3. In consideration of the covenants and agreements hereof being strictly performed and kept by Contractor, including the supplying of all labor, materials and services required by the Contract, and the construction and completion of the structure, Owner agrees to pay to the sum of **$129,000.00** in installments as follows:

1st Increment:	**15%**	**Upon Completion of Foundation & Pouring of Foundation..... $19,350.00**
2nd Increment:	**15%**	**Upon Completion of Pouring of Floor Slab, Electrical and Plumbing rough-ins..... $19,350.00**
3rd Increment:	**20%**	**Upon Completion of Half Walls.....$25,800.00**
4th Increment:	**25%**	**Upon Completion of full Walls and Columns, Roof Slab & Electrical Rough-ins.....$32,250.00**
5th Increment:	**25%**	**Upon Completion of Carpentry work, Tile work, Doors and Windows, Painting & Electrical.....$32,250.00**

TOTAL CONTRACT AMOUNT..... $129,000.00

4. The Contractor agrees to commence work hereunder within **15** days after a written notice to proceed from the owner to do so, to proceed said work thereafter diligently and continuously to completion, and in any and all events to complete the same within **240** calendar days after commencement of work as aforesaid, subject to such delays as are permissible under paragraph 10 herein below. In no event shall the contractor commence said work or place any materials on the site thereof prior to receipt of such notice from the owner. **$50.00** per day will be paid to borrower for liquidated damages after the expiration of the stated time frame to complete the project has lapsed.

5. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of said structure and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to court costs and attorney's fees resulting or arising there from. Should any liens or claims or lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record, or shall furnish owner with proper indemnity either by satisfactorily corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of First Lien Holder.

6. Contractor shall, if requested, before being entitled to receive the second or any subsequent payment herewith, furnish to owner all bills paid to that date, properly receipted and identified, covering work done upon and materials furnished for said structure and showing an expenditure of an amount not less than the total of all previous payments made hereunder by Owner to Contractor.

7. The plans and specifications are intended to supplement each other, so that any works exhibited in either and not mentioned in the other are to be executed the same as if they were mentioned and set forth in both

8. Should the owner at any time during the progress of the work request any modification, alterations or deviations in, additions to, or omissions from, this contract or the plans or specifications, he shall be at liberty to do so, and the same shall in no way affect or make void this contract; but the amount thereof shall be added to or deducted from the amount of the contract price aforesaid, as the case may be, by a fair and reasonable valuation, based upon the actual cost of labor and materials plus 10% profit to the Contractor. And this Contract shall held to be completed when the work is finished in accordance with the original plans as amended to modified by such changes, whatever may be the nature or extent thereof. The rule of practice to be observed in fulfillment of the paragraph shall be that upon the demand of either the Owner or the Contractor, the character and valuation of any or all changes, omissions or extra work shall be agreed upon and fixed in writing, signed by the owner and the Contractor, prior to creation. Where the alterations, deviations, additions, or omissions from the said plans or specifications require the written approval of the "First Lien Holder", the Owner will secure said written approval, Provided however that the Contractor is not deemed to have waived his right to compensation for extra work if the same is not provided for in writing

9. Should Contractor, at any time during the progress of the work refuse or neglect to supply sufficient material or workmen for the expeditious progress of said work, Owner may, upon giving three days' notice in writing to Contractor, by registered mail, (a copy of which should be furnished to aforesaid "First Lien Holder), provide the necessary material and workmen to finish the said work and may enter upon the premises for such purpose and complete said work, and the expense thereof shall be deducted from the said contract price, or if the total cost of the work to Owner exceeds the contract price, contractor shall pay to Owner upon demand the amount of such excess in addition to any and all other damages to which owner may be entitled. In such event Owner may take possession of all materials and appliances belonging to Contractor upon or adjacent to the premises upon which said work is being performed and may use the same in the completion of said work.

10. The time during the Contractor delayed in said work by (a) the acts of Owner or his agents or employees or those claiming under agreement with or grant from Owner, or by (b) the Acts of Nature which Contractor could not have reasonably foreseen and provided against, or by (c) the acts of Owner or his agents which necessarily delays the work or by (d) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Contractor and which he cannot reasonably overcome, shall be added to the time for completion by a fair and reasonable allowance.

11 The Contractor shall not be responsible for any damage occasioned by the Owner or Owner's agent, Acts of Nature, earthquake, or other causes beyond the control of Contractor, unless otherwise herein provided or unless he is obligated by the terms hereof to provide insurance against such hazard or hazards. It is understood and agreed that contractor, before incurring any other expense or purchasing any other materials for this work shall proceed with the foundation work and that if, at the time of excavation therefore, the Contractor finds that extra foundation work is required he shall so notify the Owner, and Owner shall at that time have the right and option to immediately cancel and terminate the within contract or to deposit the estimated cost to the required extra foundation work with the Lending Agency, if there be one named herein, or add such amount to the contract funds wherever same are at that time deposited; it being agreed that in

the event of a cancellation the Contractor shall be paid his actual costs of the work done to the time of cancellation. In computing said costs building permit fees, insurance and such financing and work done to the time of cancellation. In computing said costs building permit fees, insurance and such financing and title charges are as not refundable shall be included, but supervision time, office overhead and profit are to be included.

12. No payment hereunder nor occupancy of said improvements or any part thereof shall be construed as an acceptance of any work done up to the time of such payment or occupancy, except such items as are plainly evident to anyone not experienced in construction work, but the entire work is to be subject to the inspection and approval of Owner at the time when it shall be claimed by Contractor that the work has been completed. At the completion of the work should there be any minor items in question, or to be adjusted, i.e., items not of a substantial nature, Owner may withhold from the payment then due a sum equal to twice the fairly estimated amount of money required to cover said items or involved by such adjustments, and shall pay the difference to the Contractor. It is understood and agreed that the acceptance of any works by the Owner shall not be construed to be an acceptance by aforesaid "First Lien Holder" who is not a party hereto.

13. Owner agrees to sign and file for record within ten days after the completion and acceptance of said work a notice of completion (a copy thereof to be deposited with aforesaid "First Lien Holder" at least forty-eight hours prior to such recording), and Contractor agrees upon receipt of final payment, to release the said work and property from any and all claims that may have accrued against same by reason of said construction. If the Contractor faithfully performs the obligations of this Contract on his part to be performed, he shall have the right to refuse to permit occupancy of the structure by the Owner or Owner's agent until Contractor has received the payment, if any, due hereunder at completion of construction, less such amounts as may be retained pursuant to mutual agreement of the Owner and Contractor under the provisions of the preceding paragraph hereof. Said "First Lien Holder" has the right to make its own decisions as to the completion of any work, independent of the parties hereto.

14. Contractor agrees to procure at its own expense and prior to the commencement of any work hereunder fire insurance with course of construction clause and waiver of fallen building clause attached in a sum equal to the total cost of said improvements as set forth in paragraph 3 hereof, with loss, if any, payable to any mortgager or beneficiary, such insurance to be written to protect the Owner and the Contractor, as their interests may appear.

15. Contractor shall at his own expense carry all workmen's compensation insurance and public liability insurance necessary for the full protection of Contractor and Owner during progress of the work. Certificates of such insurance shall be filed with Owner and with said "First Lien Holder" if Owner so requires, and shall be subject to the approval of both of them as to adequacy of protection.

16. As between the parties hereto, all questions as to the rights and obligations arising under the terms of the contract, the plans and specifications are subject to arbitration. In case of dispute either party hereto may make a demand for arbitration by filing such demand in writing with the other. One arbitrator may be agreed upon, otherwise there shall be three, one named in writing by each party within five days after demand is given and a third chosen by the two appointed. Should either party refuse or neglect to appoint said arbitrator or to furnish with any papers or information demanded he or they are empowered by both parties to proceed ex-parte. If there be one arbitrator his decision shall be binding, if there be three the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and wherever permitted by law it may be filed in Court to carry it into effect. The Arbitrators, if they deem that the case demands it are authorized to award to the party whose contention is upheld such sums as they shall deem proper for the time expense and trouble incident to the appeal, and, if the appeal was taken without reasonable cause damages for delay. The arbitrators shall fix their own compensation, unless otherwise agreed upon, and shall assess the costs and charges of arbitration upon either or both parties. No one shall act as arbitrator who is in any way financially interested in the contract or in the business affairs of either Owner or Contractor. The action or decision of any arbitrators do not affect any of the rights of, and are not binding upon, the aforesaid "First Lien Holder".

17. Should either party hereto bring suit in court to enforce the terms hereof any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.

18. Upon the completion of the work the Contractor agrees to remove all debris and surplus materials from owner's said property (including used area of structure) and leave said property in a neat and broom clean condition.

19. The Contractor shall not assign or transfer this contract without first obtaining Owner's consent in writing.

20. The aforesaid "First Lien Holder" is not a party to this Contract and is not bound or obligated by or under any of the terms hereof.

21. Time is of the essence of the Contract as to both parties hereto. Contractor will not be penalized for unforeseen delays not controlled by contractor relating to regulatory government agency delays.

22. Owner will be responsible at owner's expense for bringing water, power, and sewer (if sewer hook-up is required) to property line. Contractor will then hookup all utilities to the home from there. Owner will pay for Septic Tank, Leaching Field & Power Pedestal if these cost are not included in the price and identified in this contract.

23. Owner will apply for temporary power and water upon issuance of building permit. Should owner fail to apply temporary water and power, contractor will not be penalize to fulfill the timeframe to finish project due to such delays.

24. Contract is subject to change after sixty (60) days of contract date. After 60 days, terms and price can be extended with both contractor and owner agreeing to such. Once construction has begun contract price and terms are fixed. Any changes will have to be approved by both owner and contractor.

25. Ceramic tiles throughout the house.

26. 220 outlets for each bedroom, kitchen, and living room

27. French windows for each window.

28. Should transaction fail to materialize for whatever reasons buyer will have to pay for blueprint, building permit and bond (if applicable) and any other costs associated with this transaction

29. Wood used is the property of the contractor.

30. During construction, contractor will be responsible for paying for water and power usages and toilet rental for sanitary purposes.

31. Clearing of lot will be for the area needed to construct the home and the septic tank and leeching field (if applicable) only. However, should clearing be required prior to construction due to but not limited to governmental requirements, cost will be borne by owner. Obstructions to such clearing will be at owner's expense. Removal of debris from clearing will also be owner's responsibility, if owner elects to remove it. Should owner elect not to remove debris owner will not have debris encroach any surrounding neighbor's property. Owner will take full responsibility if such encroachment occurs thus indemnifying contractor.

32. Should the site need any earthwork, backfill or other alterations to the property to suit the construction, cost will be the responsibility of owner.

33. Owner will be responsible to hire a licensed surveyor to identify the property boundaries prior to construction. Any infractions that may arise from this requirement including but not limited to setbacks and encroachments will be the responsibility of the owner thus indemnifying the contractor.

34. The following are standard itemizations. Owner will pay any amount that exceeds the price. (If Applicable)

- Toilet- $100.00 per set
- Lavatory - $70.00 per set
- Bathtub- $70.00 per set
- Shower Head- $70.00 per set
- Kitchen Sink and Faucet- $70.00 per set
- Light Fixtures- $15.00 per set
- Ceramic Tiles- $1.00 per s.f
- Front Door - $100.00 (other exterior door $60.00 ea.)

35. Should an engineering firm be required by the lender TG Engineering (Source Engineering for Guam Housing Loans) would be the choice for such task.

36. Any obstructions during construction that would delay work of contractor will not be the fault of contractor thus no penalty will be applied

IN WITNESS WHEREOF, the said parties hereunto set their hands this day and year first above written.

West Enterprises, Inc. – Contractor

Natasha Cruz – Owner

Shane Perez - Owner

CONSTRUCTION COST BREAKDOWN

Job Address: LOT 10 Block 6 Tract 1143 Dededo, GUAM **Builder:** WEST ENTERPRISES INC.
Owner: Natasha Cruz & Shane Perez

1 BUILDING PERMIT	1 020 00
2 WATER & SEWER HOOKUP	
3 SURVEY	0 00
4 TEMPORARY FACILITIES	500 00
5 DEMOLITION & DISPOSAL	0 00
6 EARTHWORK	2,000 00
7 CONCRETE FORMS	19 000 00
8 STRUCTURAL CONCRETE INCL FLOORS	23 280 00
9 LUMBER - ROUGH	3 500 00
10 LUMBER - FINISH	2,000 00
11 CARPENTER LABOR - ROUGH	2 500 00
12 CARPENTER LABOR - FINISH	2,000 00
13 DOORS & FRAMES	3 000 00
14 WINDOW FRAMES & SASH	2 000 00
15 CABINET & MILLWORK	2 000 00
16 HARWARE - ROUGH	0 00
17 HARDWARE - FINISH	0 00
18 PILING IN PLACE	0 00
19 REINFORCING STEEL	8 000 00
20 STRUCTURAL CMU WALLS WITH CONCRETE GROUT THE CELL	16 640 00
21 PLUMBING - ROUGH	2 500 00
22 PLUMBING - FINISH	2,000 00
23 ELECTRICAL - ROUGH	2 500 00
24 ELECTRICAL - FINISH	2 000 00
25 ROOF TRUSSES	2 500 00
26 ROOF COVER	2 500 00
27 STRUCTURAL MASONRY	10 000 00
28 MASONRY VENEER	0 00
29 STUCCO ENTERIOR	0 00
30 HEATING VENT AIRCONDITION	0 00
31 SHEETMETAL & SOUNDPROOFING	0 00
32 GLASS & GLASING	0 00
33 LATH & PLASTER OR SHEETROCK	0 00
34 INSULATION & SOUNDPROOFING	0 00
35 TILE WORK (CERAMIC TILES)	3 500 00
36 FINISH FLOORING	0 00
37 PAINTING & DECORATING	4 000 00
38 SPINKLER SYSTEM	0 00
39 ELEVATION	0 00
40 SHOW DOOR	0 00
41 BUILD-IN EQUIPMENT	0 00
42 BAY WINDOW	0 00
43 PITCH CARPORT / ROOF	0 00
44 (3) FEET SIDEWALK	0 00
45 SCREEN, WINDOW	2 000 00
46 DRIVEWAY	0 00
47 CLEAN UP & REMOVING	800 00
48 DRAIN TILE	0 00
49 TERMITE TREATMENT	600 00
50 CONCRETE FOUNDATION AND FOOTING	0 00
51 CONCRETE FLOOR SLAB	0 00
52 INSURANCE COMP P L & P.O BOND	0 00
53 SOCIAL SECURITY & UNEMPLOYMENT INS	0 00
54 SUPERVISION, GENERAL CONTRACTOR	0 00
55 PERFORMANCE BOND	0 00
56 BUSINESS TAX (4% GRT)	5 160 00
57 ACCORDIAN TYPHOON SHUTTERS (WINDOWS ONLY)	0 00
58 Sewer Hookup	
59 RAILINGS	
60 ARCHITECTUAL & ENGINEERING FEES	1 500 00
61 OVERHEAD & PROFIT	0 00
TOTAL COST	$129,000.00

Certify that the above is to the best of my knowledge, a true and correct statement of the estimate cost of this work.

Signed _____
Contractor

Loan Guarantee Request Staff Report

STAFF ASSIGNED: John J. Gumatao
(PRINT)

STAFF SIGNATURE: _____

CLTC HEARING DATE: May 18, 2017

CLTC DECISION: [✓] **APPROVAL** [ ] **DISAPPROVAL**

COMMENTS/REMARKS: Natasha Nicole D. Cruz Request for a Loan Guarantee for the amount of One Hundred Twenty Nine Thousand Dollars ($129,000.00). In order to construct a home on her CLTC leased property.

_____ 5/18/17
CLTC ADMINISTRATIVE DIRECTOR SIGNATURE **DATE**

_____ 5·18·17
CLTC BOARD CHAIRMAN SIGNATURE **DATE**

COPY

Alvin C Toves –
Request for Additional Acreage

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
~~**APRIL 20, 2017**~~ 5\18\17

Alvin C. Toves- Mr. Toves is requesting for additional land.

1. **FACTS:**
   a. **Location: Lot12, Block 18, T10316** Municipality of Dededo
   b. **Lot Size/Lease Type:** 2023± s.m., Agricultural Lease
   c. **Map was Recorde on:** March 24, 2017
   d. **Instrument No:** 904824

2. **CHRONOLOGICAL FACTS:**

   a. **Residential Application Date and Time:** December 9, 1995, at 8:41 a.m., Numerical Designation 0001484
   b. **Conducted inspection on** April 10, 2017. **BY:** Glen Eay & Eileen Chargualaf
   c. **Recorded map and Inspection Report is attached.**
   d. **Compliance:** 100%

RECOMMENDATION: An additional ½ acre for **L13, Block 18, TRACT 10316; Dededo**

Chamorro Land Trust Commission – Inspection Report

PARCEL: (Lot, Blk., Tract) Lot12, Block 18, T10316
Municipality: Dededo
Date of Inspection: 4/10/2017
Area: 2,023 Sq. m., PID30000071090000
Date Issued: SA issued 4/23/2015 (No lease agreement due to map)

Lead Land Agent: GE/EC **Land Agent:** Glenn

COMMISSION APPROVED PLAN:

[x] Planned Development – Agricultural
[ ] Planned Development – Single Family
[ ] Planned Development – Multi-Family
[ ] Planned Development - Commercial
[ ] Parks
[ ] Government

LAND USE OBSERVATIONS:

[x] Farming
[ ] Ranching
[ ] Single Family Residential
[ ] Multi-Family Residential / Total Units:____
[ ] Commercial / Type:_____
[ ] Other, specify:
[ ] Government, Local
[ ] Government, Federal
[ ] Industrial
[ ] Undeveloped
[ ] Unregistered land
[ ] Renting

NAME OF OCCUPANT: ALVIN C. TOVES
Telephone: 487-2444 (C)

LUP# (If any):
Name of LUP Holder:

Percentage of parcel used: 100%

UTILITIES SERVICED:

[x] Water [ ] Power [ ] Sewer [ ] Telephone [ ] Cable

STRUCTURES:

[ ] Concrete [ ] Semi-concrete [x] Wood/Tin [ ] Approximate Size:
[ ] Number of structures: one (1) Storage [ ] Other (specify):_____

INGRESS / EGRESS:

[ ] Fully Improved [ ] Semi-Improved [x] Unimproved [ ] Trail

FARMING/RANCHING:

[x] Agriculture [ ] Horticulture [ ] Aquaculture [ ] Hydroponic [ ] Ornamental

[ ] Avocado (Alegeta)
[ ] Beans
[x] Banana- 8
[ ] Bitter melons
[x] Calamansi- 17
[ ] Corn
[ ] Cucumbers
[ ] Dragon fruit
[x] Eggplants- 73
[ ] Ginger
[ ] Green onion
[x] Guava- 3
[ ] Grapefruit
[ ] Jackfruit (Langka)
[ ] Herb
[ ] Kang Kong
[ ] Lemon china
[ ] Lemai/Breadfruit
[x] Long beans- 20'x 80'
[ ] Macadamia
[ ] Mandarin
[ ] Mango
[ ] Iba
[ ] Melons
[x] Okra- 8
[ ] Opo Squash
[x] Otis- 6
[x] Papaya- 18
[x] Pepper- 48
[ ] Pumpkin
[ ] Sanguelas
[x] Soursop- 2
[x] Bilimbinis- 4
[ ] Sugar cane
[ ] Sweet potatoes
[ ] Tapioca
[ ] Taro
[ ] Tomatoes
[ ] Radish
[ ] Yam
[ ] Coconut (Niyok)
[ ] Seeded Breadfruit (Dok-Dok
[x] Betelnut (Pugua)- 47
[ ] Philippine star apple
[ ] Achiote
[ ] Mahogany tree
[ ] Ornament tree-
[ ] Hawaiian Banyan
[ ] Santot tree
[ ] Noni (Lada)
[ ] Ornament betel nut
[ ] Berry
[x] Wild apple- 1
[x] Wing bean vegetable 20'x 80'

RANCHING:

[ ] Cattle [ ] Goat [ ] Sheep [ ] Horse [ ] Piggery [ ] Duck [x] Poultry- 1

[ ] Other (Specify):

UNINHABITED:

[ ] Pending Development [ ] Conservation Preservation [ ] Squatter

LESSOR AND LESSE HEREBY CONVENANT:

[ ] *Section 7.* **OCCUPANCY,** "Lessee shall, after the first year of lease, use and/or cultivate at least Two-third (⅔) of tract at all times". CLTC finding: Under cultivated

[ ] *Section 10.* **PAYMENT OF TAXES,** "Lessee shall pay all taxes assessed upon the tract and improvements thereon. The Commission may, at its discretion, pay such taxes and have a lien therefor as provided for by *Section 75114* of 21 Guam Code Annotated.

[ ] *Section 14.* **USE OF PREMISES,** "Lessee may use, improve or develop the Premises or any part thereof for use as a farm, and may erect upon the premises one (1) house and any accessary building necessary for farming".

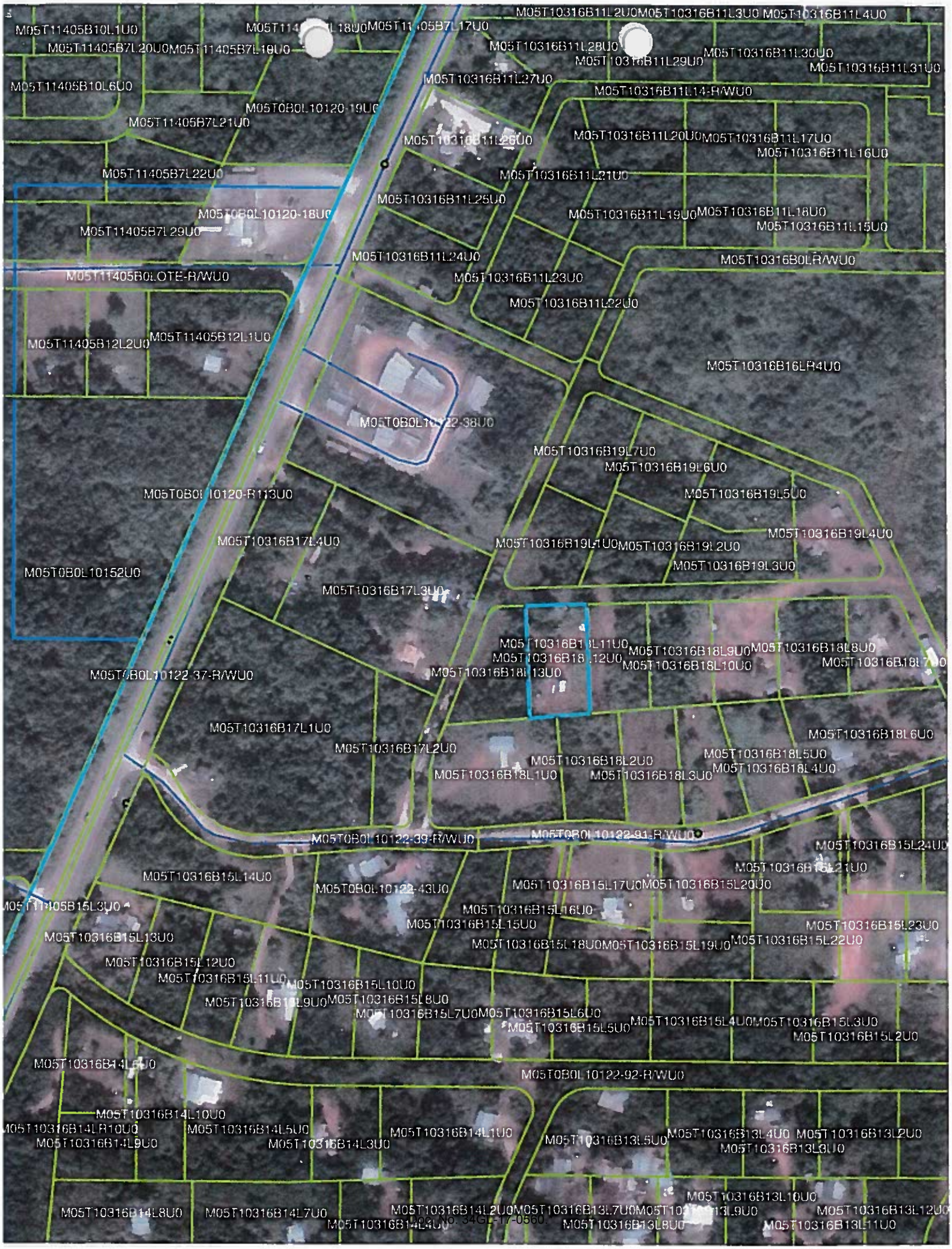
[ ] *Section 15.* **LESSEE NOT COMMIT WASTE** "Lessee covenants to commit upon the Premises and upon the expiration of the term of the lease, to deliver peaceful possession of the Premises to Lessor". Note: Please refer to the Notice of Violation, Order of Compliance and Administrative Penalty Order NOV/OC/APO No. 16-029, dated October 19, 2016.

[ ] *Section 21.* **ENTERING INTO ANY CONTRACTS INVOLVING LEASED LANDS** "Lessee shall not, without the expressed written approval of the Commission.

COMMENTS: Recommend additional half acre.
- Water provided by neighbor
- Ingress/egress through adjacent lot T10316, B18, L13, Dededo
- Long beans 20'x80' – Harvest several month ago.
- Wing beans 20'x80'- Final harvest end first week of April 2017.

LOCATION SKETCH MAP:




M05T10316B11L2U0
M05T10316B11L3U0
M05T10316B11L4U0
M05T11405B10L1U0
M05T11405B7L18U0
M05T11405B7L17U0
M05T11405B7L20U0
M05T11405B7L19U0
M05T10316B11L28U0
M05T10316B11L29U0
M05T10316B11L30U0
M05T10316B11L31U0
M05T11405B10L6U0
M05T10316B11L27U0
M05T10316B11L14-R/WU0
M05T0B0L10120-19U0
M05T11405B7L21U0
M05T10316B11L26U0
M05T10316B11L20U0
M05T10316B11L17U0
M05T10316B11L16U0
M05T11405B7L22U0
M05T10316B11L21U0
M05T10316B11L25U0
M05T0B0L10120-18U0
M05T10316B11L19U0
M05T10316B11L18U0
M05T10316B11L15U0
M05T11405B7L29U0
M05T10316B11L24U0
M05T10316B0LR/WU0
M05T11405B0LOTE-R/WU0
M05T10316B11L23U0
M05T10316B11L22U0
M05T11405B12L2U0
M05T11405B12L1U0
M05T10316B16LR4U0
M05T0B0L10122-38U0
M05T10316B19L7U0
M05T10316B19L6U0
M05T0B0L10120-R113U0
M05T10316B19L5U0
M05T10316B19L4U0
M05T10316B17L4U0
M05T10316B19L1U0
M05T10316B19L2U0
M05T10316B19L3U0
M05T0B0L10152U0
M05T10316B17L3U0
M05T10316B18L11U0
M05T10316B18L12U0
M05T10316B18L9U0
M05T10316B18L8U0
M05T10316B18L10U0
M05T0B0L10122-37-R/WU0
M05T10316B18L13U0
M05T10316B17L1U0
M05T10316B18L6U0
M05T10316B17L2U0
M05T10316B18L5U0
M05T10316B18L2U0
M05T10316B18L4U0
M05T10316B18L1U0
M05T10316B18L3U0
M05T0B0L10122-39-R/WU0
M05T0B0L10122-91-R/WU0
M05T10316B15L24U0
M05T10316B15L14U0
M05T10316B15L21U0
M05T0B0L10122-43U0
M05T10316B15L17U0
M05T10316B15L20U0
M05T11405B15L3U0
M05T10316B15L16U0
M05T10316B15L15U0
M05T10316B15L23U0
M05T10316B15L13U0
M05T10316B15L18U0
M05T10316B15L19U0
M05T10316B15L22U0
M05T10316B15L12U0
M05T10316B15L11U0
M05T10316B15L10U0
M05T10316B15L9U0
M05T10316B15L8U0
M05T10316B15L7U0
M05T10316B15L6U0
M05T10316B15L5U0
M05T10316B15L4U0
M05T10316B15L3U0
M05T10316B15L2U0
M05T10316B14L6U0
M05T0B0L10122-92-R/WU0
M05T10316B14L10U0
M05T10316B14LR10U0
M05T10316B14L5U0
M05T10316B14L1U0
M05T10316B13L5U0
M05T10316B13L4U0
M05T10316B13L2U0
M05T10316B14L9U0
M05T10316B14L3U0
M05T10316B13L8U0
M05T10316B13L10U0
M05T10316B14L8U0
M05T10316B14L7U0
M05T10316B14L2U0
M05T10316B13L7U0
M05T10316B13L12U0
M05T10316B14L4U0
M05T10316B13L8U0
M05T10316B13L11U0

ALVIN C. TOVES, LOT 12, BLOCK 18, T10316 - DEDEDO









INSPECTED BY: EC/GE 4/10/2017

Doc. No. 34GL-17-0560.*

ALVIN C. TOVES, LOT 12, BLOCK 18, T10316 - DEDEDO









INSPECTED BY: EC/GE 4/10/2017

Doc. No. 34GL-17-0560.*

ALVIN C. TOVES, LOT 12, BLOCK 18, T10316 - DEDEDO









Doc. No. 34GL-17-0560.*

INSPECTED BY: EC/GE 4/10/2017

ALVIN C. TOVES, LOT 12, BLOCK 18, T10316 - DEDEDO



Doc. No. 34GL-17-0560.*

INSPECTED BY: EC/GE 4/10/2017

ALVIN C. TOVES, LOT 12, BLOCK 18, T10316 - DEDEDO



INSPECTED BY: EC/GE 4/10/2017

Doc. No. 34GL-17-0560.*

Revenue Collections: March & April 2017

To date: Burn Rates/Projection Analysis

ITC Building Office Lease (CLTC)

Chamorro Land Trust Commission
March 2017
Revenue Collection Report

Date	POS Receipt #	Account No.	Account Name	Amount	Name
03/01/17	2217058140	3624-52101	Application Fee	$50.00	Anthony Castro
03/14/17	2217063211	3624-52101	Application Fee	$50.00	Anthony James Wolford
03/14/17	2217063215	3624-52101	Application Fee	$50.00	Kevin Christian Topasna
03/17/17	DLM17016123	3624-52101	Application Fee	$50.00	Crystalynn T. Penaflor
03/22/17	2217066504	3624-52101	Application Fee	$50.00	Santos, Barbara Ann
03/22/17	2217066807	3624-52101	Application Fee	$50.00	Tano A. Lizama
03/22/17	2217066907	3624-52101	Application Fee	$50.00	Peter Meno Manglona
03/23/17	2217067415	3624-52101	Application Fee	$50.00	Camarin Marie B. Quitugua
03/23/17	2217067415	3624-52101	Application Fee	$50.00	Melvin Benny Won Pat Borja
03/24/17	2217067838	3624-52101	Application Fee	$50.00	Moises Gabriel Basa Jr.
03/28/17	2217068679	3624-52101	Application Fee	$50.00	San Nicolas Michael (Agriculture)
03/28/17	2217068679	3624-52101	Application Fee	$50.00	San Nicolas Michael (Residential)
03/29/17	2217069941	3624-52101	Application Fee	$50.00	Leann Candaci T. Manglona
03/31/17	2217070560	3624-52101	Application Fee	$50.00	Anthony Tornito
03/31/17		3624-52101	Application Fee	$50.00	Janlee K. Arceo
03/22/17	2217066628	3624-52101	Application Fee	$50.00	Ana Marie Catherine Won Pat
			TOTAL	**$800.00**	
03/01/17	2217058142	3624-54201	Commercial Lease/License	$918.84	U.S. Postal Inarajan
03/03/17	2217059602	3624-54201	Commercial Lease/License	$10,000.00	Guam International Country Club
03/08/17	2217061139	3624-54201	Commercial Lease/License	$11,858.25	Guam Int'l Country Club
03/09/17	fund transfer	3624-54201	Commercial Lease/License	$769.68	IT&E Funds Transfer
03/10/17	2217061892	3624-54201	Commercial Lease/License	$850.00	Moycom Communications
03/10/17	2217062281	3624-54201	Commercial Lease/License	$10,000.00	Guam International Country Club
03/16/17	2217064180	3624-54201	Commercial Lease/License	$1,039.08	Choice Phone, LLC.
03/16/17	2217064182	3624-54201	Commercial Lease/License	$1,592.70	Docomo Pacific
03/17/17	2217065220	3624-54201	Commercial Lease/License	$11,858.25	Guam International Country Club
03/21/17	2217065873	3624-54201	Commercial Lease/License	$3,500.00	Agfayan Inc.
03/22/17	2217066628	3624-54201	Commercial Lease/License	$1,348.68	KM Broadcasting
03/24/17	2217067669	3624-54201	Commercial Lease/License	$1,090.05	Sorenson Pacific Broadcasting
03/24/17	2217068003	3624-54201	Commercial Lease/License	$5,000.00	Guam International Country Club
			TOTAL	**$59,825.53**	
03/02/17		3669-52001	Land Lease	$99.00	Marie T.M. Santos
03/07/17		3669-57001	Land Lease	$79.00	Mesa, Jesus N.
03/10/17	2217061891	3669-52001	Land Lease	$416.67	U.S. Postal Dededo
03/13/17	2217062869	3669-52001	Land Lease	$20.00	Matilde Cruz Duenas
03/13/17		3669-52001	Land Lease	$99.00	Quitugua Germain Camacho
03/14/17	2217063288	3669-52001	Land Lease	$18.00	Peter Mendiola Damian
			TOTAL	**$731.67**	
03/08/17	2217060974	3669-57001	CLT - Sale of Gov't Land	$500.00	Joseph & Yvonne McKinsey
03/13/17	2217062930	3669-57001	CLT - Sale of Gov't Land	$1,000.00	Silveste J. Mantanona
03/13/17	2217062930	3669-57001	CLT - Sale of Gov't Land	$1,000.00	Doreen M. Carlisle
03/14/17	2217063079	3669-57001	CLT - Sale of Gov't Land	$500.00	Jane T. Cruz
03/20/17	2217065616	3669-57001	CLT - Sale of Gov't Land	$768.39	William Mantanona/Romeo Hernardy
03/30/17	2217069923	3669-57001	CLT - Sale of Gov't Land	$1,000.00	Joseph Yvonne McKenzy
03/31/17	17016197	3669-57001	CLT - Sale of Gov't Land	$3,531.04	Silvestre J. Mantanona c/o Peter Mantanona
03/31/17	17016198	3669-57001	CLT - Sale of Gov't Land	$3,540.75	Doreen M. Carlisle
			TOTAL	**$11,840.18**	
			GRAND TOTAL	**$73,197.38**	

Chamorro Land Trust Commission
April 2017
Revenue Collection Report

Date	POS Receipt #	Account No.	Account Name	Amount	Name
04/04/17	2217071495	3624-52101	Application Fee	$50.00	Rapolla Kenneth John
04/06/17	2217072977	3624-52101	Application Fee	$50.00	Kevin Reyes Guerrero
04/06/17		3624-52101	Application Fee	$100.00	Vincent Edward Taitano Laguana
04/07/17	DLM17016233	3624-52101	Application Fee	$50.00	Eileen Chargualaf
04/07/17	DLM17016226	3624-52101	Application Fee	$50.00	Vincent R. Manglona
04/10/17	2217073944	3624-52101	Application Fee	$50.00	Joaquin Jr. Parr Sanchez
04/11/17	2217074395	3624-52101	Application Fee	$50.00	Jodie Boyer Sablan
04/11/17	2217074644	3624-52101	Application Fee	$50.00	Jueia Hong Santos Quitugua
04/12/17	2217074959	3624-52101	Application Fee	$50.00	Andrew J.R. Eay
04/12/17	2217016244	3624-52101	Application Fee	$50.00	Elaine Indalecio Quichocho
04/12/17	2217016242	3624-52101	Application Fee	$50.00	Michael Mendiola Muna
04/13/17	2217075490	3624-52101	Application Fee	$50.00	Annette Lynn Babauta
04/13/17	2217075492	3624-52101	Application Fee	$50.00	Geraldine Rose Quintanilla
04/14/17	2217076111	3624-52101	Application Fee	$50.00	Mariah M.V. Borja
04/20/17		3624-52101	Application Fee	$50.00	Rowena aka: Cha
04/24/17	2217079519	3624-52101	Application Fee	50.00	Franklin T. Taitague
04/27/17	2217081067	3624-52101	Application Fee	50.00	Joaquin P. Cruz
04/27/17		3624-52101	Application Fee	50.00	Robert S. Castaneda
04/27/17	2217080780	3624-52101	Application Fee	50.00	Roque M. Tydingco
04/28/17	2217081716	3624-52101	Application Fee	50.00	Danny Topasna Mendiola
04/28/17		3624-52101	Application Fee	50.00	Lina Topasna Taitague
04/28/17		3624-52101	Application Fee	50.00	Toves Teresita A.C.
			TOTAL	1,150.00	
04/06/17	2217072778	3624-54201	Commercial Lease/License	$918.84	U.S. Postal Service
04/07/17	2217073688	3624-54201	Commercial Lease/License	$5,000.00	Guam International Country Club
04/10/17	2217074150	3624-54201	Commercial Lease/License	$1,592.70	Docomo Pacific
04/10/17	2217074147	3624-54201	Commercial Lease/License	$850.00	Moycom
04/12/17	DLM17076246	3624-54201	Commercial Lease/License	$3,500.00	Agfayan, Inc.
04/12/17	2217074763	3624-54201	Commercial Lease/License	$3,600.00	Guam Home Center
04/17/17	2217076604	3624-54201	Commercial Lease/License	$1,348.68	KM Broadcasting of Guam
04/18/17		3624-54201	Commercial Lease/License	$1,560.00	Ambros Inc.
04/18/17		3624-54201	Commercial Lease/License	$2,207.28	KwikSpace
04/22/17		3624-54201	Commercial Lease/License	1,090.05	Sorenson Pacific
			TOTAL	21,667.55	
04/03/17	2217070963	3669-52001	Land Lease	$20.00	David A. Santos
04/03/17	2217070963	3669-52001	Land Lease	$20.00	Edward R. Santos
04/06/17	2217072990	3669-52001	Land Lease	$458.33	U.S. Postal Service
04/06/17	DLM17016212	3669-52001	Land Lease	$25.00	Wayne Peter Ulloa
04/10/17		3669-52001	Land Lease	$99.00	Francis A. Blas
04/10/17		3669-52001	Land Lease	$99.00	Jennifer M.S. Blas
04/18/17		3669-52001	Land Lease	$50.00	Ronald J.J. Cruz
04/18/17		3669-52001	Land Lease	$99.00	Maria A. Cabrera
04/18/17		3669-56001	Land Lease	$99.00	Ben Camacho Borja
04/18/17	2217077221	3669-56001	Land Lease	$99.00	Bryan R.E. Mendiola
04/18/17		3669-56001	Land Lease	$99.00	Carl Castro
04/18/17		3669-56001	Land Lease	$99.00	Juan A. Quidachay
04/18/17		3669-56001	Land Lease	$99.00	Julie Ann Mantanona
04/18/17		3669-56001	Land Lease	$99.00	Richard T. Blas
04/19/17		3669-56001	Land Lease	$99.00	Alicia R. Diaz
04/19/17		3669-56001	Land Lease	$99.00	Ana I. Salgado
04/19/17		3669-56001	Land Lease	$99.00	Annie Marie SN Taisipic
04/19/17		3669-56001	Land Lease	$99.00	Mark Anthony Unsiong
04/19/17		3669-56001	Land Lease	$99.00	Santos Richard John
04/20/17		3669-56001	Land Lease	6.00	John Anthony Aguero
04/21/17		3669-56001	Land Lease	99.00	Jeffery Jae Ibanez
04/24/17		3669-56001	Land Lease	17.00	Norbert R.V. Castro, Jr.
04/25/17		3669-56001	Land Lease	99.00	Jesse P. Bautista
04/28/17	2217081552	3669-56001	Land Lease	99.00	Betty C. Ouque
			TOTAL	2,279.33	
04/10/17		3669-57001	Sale of Gov't Land	$5,545.26	Muna Janet FEMA 036
04/17/17	2217076591	3669-57001	Sale of Gov't Land	$4,497.98	Maria C. Quinene
04/26/17	22217080576	3669-57001	Sale of Gov't Land	1,000.00	Antonia M. Ignacio
			TOTAL	11,043.24	
			GRAND TOTAL	$36,140.12	

Ruth

DIPÅTTAMENTON MINANEHAN TÅNO'
(Department of Land Management)
GUBETNAMENTON GUÅHAN
(Government of Guam)

EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

MICHAEL J.B. BORJA
Director

DAVID V. CAMACHO
Deputy Director

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E-mail Address:
dlmdir@land.guam.gov

Telephone:
671-649-LAND (5263)

Facsimile:
671-649-5383

April 19, 2017

Memorandum

To: Governor of Guam

From: Director, Department of Land Management

Subject: **FY 2017 MONTHLY REVENUE COLLECTION REPORT – MARCH 2017**

Buenas yan Hafa Adai! Forwarded is the ***MARCH 2017*** Revenue Collection Report, pursuant to Public Law 17-70, Section 13971.1, revenues collected by the Department of Land Management and the Chamorro Land Trust Commission and deposited into the various accounts listed below:

ACCOUNT NAME	MARCH Rev COLLECTED	To Date COLLECTED
3100 - General Fund	$0.00	$0.00
3222 - Land Survey Revolving Fund	$399,246.58	$1,397,918.53
1100 - Dept's/Other Special Account	$1,964.25	$8,004.75
3624 – Chamorro Land Trust Commission	$61,615.83	$596,568.88
3669 – Chamorro Land Trust Survey	$12,521.85	$104,634.23
GRAND TOTAL	**$475,348.51**	**$2,107,126.39**
To Date Collection For FY 2017		**$2,107,126.39**

In addition, revenues from the Non-Appropriated Funds were received, as follow:

Chamorro Land Trust Commission

DESCRIPTION	MARCH Rev COLLECTED	To Date COLLECTED	Account Bal as of MARCH 2017
Bank of Guam Account #XXXXXX2274	$21.59	$126.74	$203,416.48
Bank of Guam Account #XXXXX5976	$0.00	$0.00	$10,220.94
Bank of Guam CD #XXXXXX7964	$0.00	$0.00	$300,000.00
GRAND TOTAL	**$21.59**	**$126.74**	**$513,637.42**
To Date Collection For FY 2017 (Chamorro Land Trust – NAF)		**$126.74**	

Ancestral Lands Commission

DESCRIPTION	MARCH Rev COLLECTED	To Date COLLECTED	Account Bal as of MARCH 2017
Checking Bank of Hawaii Account #XXXX-XX1057	$0.00	$0.00	$0.00
Land Owner's Recovery Fund Bank of Hawaii Account #XXXX-XX0071	$0.00	$0.13	$0.00
Trust Bank of Hawaii Account # XXXX-XX0217	$3.97	$23.29	$77,885.88
Checking	$0.86	$1.32	$1,001.32
Secondary Savings	$5.50	$8.43	S - $7,447.09
Trust Share Savings	$104,955.20	$276,269.10	S - $3,545765.71
Coast 360 FCU Account #XX6454	$0.00	$5,114.47	C12 - $515,164.47
	$0.00	$0.00	C24 - $307,260.00
	$0.00	$11,890.85	C36 - $311,890.85
GRAND TOTAL	**$104,965.53**	**$293,307.59**	**$4,766,415.32**
To Date Collection For FY 2017 (Ancestral Lands – NAF)		**$293,307.59**	

If you have any questions or require additional information, please do not hesitate to call our Administrative Support Unit at 649-5263 ext. 600.

Senseramente,

MICHAEL J.B. BORJA

Attachment

cc: Speaker Benjamin J.F. Cruz, 34th Guam Legislature
Chairman Thomas C. Ada, Committee on Environment, Land, Agriculture, and Procurement Reform
Office of the Public Auditor of Guam
Director, Bureau of Budget and Management Research
Mr. Jason Baza, DLM Budget Analyst, Bureau of Budget & Management Research
Director, Department of Administration
Comptroller, Department of Administration
Financial Statement Reporting Branch, Department of Administration
CLTC Board Members (via Ruth Sakuma)
DLM Deputy Director
DLM Division Heads (4)

DEPARTMENT OF LAND MANAGEMENT
REVENUE COLLECTION REPORT
FISCAL YEAR 2017

TITLE DESCRIPTION	Carry Over Balance	ACCT.	ACCT. #	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	TO DATE
Documentary Taxes		LSRF	3222-51801	$ 148,044.50	$ 217,388.69	$ 151,015.36	$ 135,064.00	$ 160,990.50	$ 351,650.50							$ 1,164,153.55
Recording Fee		LSRF	3222-56910	$ 25,118.50	$ 28,436.00	$ 26,844.00	$ 25,398.00	$ 26,410.50	$ 34,713.50							$ 166,920.50
Photostat Fees		LSRF	3222-56912	$ 3,004.50	$ 3,074.50	$ 2,475.00	$ 2,131.00	$ 2,325.00	$ 3,143.50							$ 16,153.50
Survey Copies		LSRF	3222-56912	$ 1,588.00	$ 1,723.50	$ 1,774.00	$ 1,688.00	$ 2,580.00	$ 3,451.00							$ 12,804.50
C.T. Copies		LSRF	3222-56912	$ 4,333.00	$ 4,034.50	$ 2,793.00	$ 4,316.00	$ 3,919.00	$ 3,854.50							$ 23,250.00
Subpoena Fees		LSRF	3222-57208			$ 35.00										$ 35.00
Commercial Lease		LSRF	3222-54202	$ 1,000.00	$ 3,867.16	$ 2,433.58	$ 2,433.58	$ 2,433.58	$ 2,433.58							$ 14,601.48
Recording Overage		GF	3100-56916													$ -
Sub-Division Interest (Landless)		GF	3100-57208													$ -
Sub-Division-Principal (Landless)		GF	3100-57206													$ -
HPR & Other App. Fee	$ 64,834.43	SA	1100-2429A	$ 843.00	$ 376.25	$ 916.73	$ 639.75	$ 107.00	$ 774.25							$ 3,656.98
LUPRA (2900RS010)	$ 9,326.81	SA	1100-23316	$ 316.96	$ 470.58		$ 750.23		$ 1,190.00							$ 2,727.77
GGN Fee (2910RS010) P.L. 23-31	$ 7,939.00	SA	1100-23337			$ 20.00		$ 1,600.00								$ 1,620.00
Land Trust Application Fees			3624-52101	$ 300.00	$ 400.00	$ 550.00	$ 350.00	$ 150.00	$ 800.00							$ 2,550.00
Commercial Lease/License			3624-54201	$ 17,861.21	$ 36,685.99	$ 28,105.38	$ 436,861.24	$ 12,764.91	$ 60,595.21							$ 592,873.94
Agr/Res Land Trust Lease			3624-54202													$ -
Interest			3624-54101	$ 183.04	$ 179.06	$ 178.30	$ 188.22	$ 195.70	$ 220.62							$ 1,144.94
Sale of Govt Land (P.L. 31-53)			3624-57207													$ -
CLT-SUR-Commercial Lease & Lic (P.L. 33-90)			3669-52001						$ 416.67							$ 416.67
CLT-SUR-Agr/Res Land Trust Lease (P.L. 33-90)			3669-56001	$ 456.00	$ 268.00	$ 547.00	$ 391.00	$ 861.00	$ 265.00							$ 2,788.00
CLT-SUR-Sale of Govt Land (P.L. 33-90)			3669-57001	$ 9,902.42	$ 6,715.46	$ 26,808.20	$ 45,767.30	$ 396.00	$ 11,840.18							$ 101,429.56
LSRF COLLECTED (3222)				$ 183,088.50	$ 258,524.35	$ 187,369.94	$ 171,030.58	$ 199,658.58	$ 399,246.58	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,397,918.53
GENERAL FUNDS COLLECTED (3100)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SPECIAL ACCT. COLLECTED (1100)				$ 1,159.96	$ 846.83	$ 936.73	$ 1,389.98	$ 1,707.00	$ 1,964.25	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,004.75
DLM TOTAL				$ 184,248.46	$ 259,371.18	$ 188,306.67	$ 172,420.56	$ 200,365.58	$ 401,210.83	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,405,923.28
CLTO/CLTS TOTAL				$ 28,702.67	$ 44,248.51	$ 56,188.88	$ 483,557.76	$ 14,367.61	$ 74,137.68	$ -	$ -	$ -	$ -	$ -	$ -	$ 701,203.11
GRAND TOTAL				$ 212,951.13	$ 303,619.69	$ 244,495.55	$ 655,978.32	$ 214,733.19	$ 475,348.51	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,107,126.39

Documentary Taxes collection is now being deposited into LSRF, effective 23 Oct 2000, as per Executive Order 2000-35

(GF) Deposited into General Fund.
(LSRF) Deposited into Land Survey Revolving Fund Account
(S/A) * Deposited into established Special Account.
(CLTO) Deposited into Chamorro Land Trust Operations
(CLTS) Deposited into Chamorro Land Trust Survey Fund

Prepared By:
Virginia R. Flores, Administrative Services Officer 4/19/17

Copies Provided to:
Speaker Benjamin J.F. Cruz, 34th Guam Legislature
Chairman Thomas C. Ada, Committee on Environment, Land, Agriculture, and Procurement Reform
Office of the Public Auditor
Director, Bureau of Budget & Management Research (BBMR)
BBMR, Mr. Jason Baza, DLM Budget Analyst
Director, Department of Administration
DOA, Comptroller
DOA, Financial Statement Reporting Branch
DLM Deputy Director
DLM Division Heads (4)
CLTC Board Members

Doc. No. 34GL-17-0560.

FY 2017
PROJECTION ANALYSIS
CHAMORRO LAND TRUST COMMISSION

Department: Land Management
Division: Chamorro Land Trust Commission
Account No.: 5624A172960SE201

A	B	C	D	E	F	G	H	I	J	K	L	M
							INFORMATIONAL ONLY					
Account Code	Budget Act(s) Appropriations 33-185	Reserve	FY 2017 Allotments (B - C)	Year to Date Exp. / Encumb. As Of: 5/4/2017	CURRENT Staffing Pattern PP Requirement	Remaing PP Personnel Requirement (Remain. PP x F)	LABOR COST PPE: 4/15/2017	LABOR COST PPE: 4/29/2014	Avg. PP Requirment [(F + G) / 2]	Remaining PP Personnel Requirement (Remain. PP x J)	Other Requirements	Projected Lapse / (Shortfall) [D - (E + G + L)]
111 Salary	491,833	100,785	391,048	277,514	18,580	204,380	18,580	18,234	18,407	202,478	0	(90,846)
112 OT	0	0	0	0	0	0	0	0	0	0	0	0
113 Benefits	185,389	41,820	143,569	104,669	7,037	77,407	7,037	6,757	6,897	75,863	0	(38,507)
TOTAL PerSvs	**677,222**	**142,605**	**534,617**	**382,183**	**25,617**	**281,787**	**25,617**	**24,991**	**25,304**	**278,341**	**0**	**(129,353)**
220 Travel	0	0	0	0							0	0
230 Contract	172,515	0	172,515	129,515							55,404	(12,404)
233 Rent	124,391	0	124,391	124,390							0	1
240 Supplies	24,326	0	24,326	3,785							1,800	18,741
250 Equip.	0	0	0	0							0	0
271 Drug Testing	40	0	40	0							40	0
280 Sub.Rec.	0	0	0	0							0	0
290 Misc.	4,200	0	4,200	1,000							1,000	2,200
361 Power	0	0	0	0							0	0
362 Water	0	0	0	0							0	* 0
363 Tele.	0	0	0	0							0	0
450 Cap. Out.	0	0	0	0							0	0
TOTAL Opers	**325,472**	**0**	**325,472**	**258,690**							**58,244**	**8,438**
TOTALS	**1,002,694**	**142,605**	**860,089**	**640,874**	**25,617**	**281,787**	**25,617**	**24,991**	**25,304**	**278,341**	**58,244**	**(120,916)**

Footnotes / Notes:

26,000.00 Audit
20,000.00 Hearing Officer
9,500.00 ESRI
-96.00 P176A01217 de-encumbrance pending
55,404.00

40.00 drug test for Administrative Aide

1,800.00 Fuel (300*6 mos, Apr-Sep)
1,800.00

1,000.00 Stipends (4 mem x 1 mtg mo x $50 x 5 mos.) May-Sep
1,000.00

budgeted for:
40,904.00 2 tower servers
28,000.00 8 desktops
2,400.00 8 UPS
24,000.00 2 Sonic Wall Firewall

Doc. No. 34GL-14560

Run Date . : 5/04/17 STATEMENT OF APPROPRIATIONS, ALLOTMENT, OUTSTANDING ENCUMBRANCE AND EXPENDITURES Page . : 1
Run Time . : 13:00:27 Program: PRTAPPN

User ID. . . . : DLMFLORV
To date. . . . : 5/2017
Account. . . . : 5624C Exclude Object Codes:
Dept/Division :

Account Number / Account Name / Tot Appropriation	YTD Allotment	YTD Expenditures	O/S Encumbrance	Available Funds	Unalloted Balance
5624C152960SE203111 CLTC - LTA POSITIONS					
94,470.75	94,470.75	34,428.00		60,042.75	
5624C152960SE203113 CLTC - LTA POSITIONS					
59,532.75	59,532.75	14,449.70		45,083.05	
SR203 PROGRAM TOTALS	**Count:**	2			
154,003.50	**154,003.50**	**48,877.70**		**105,125.80**	
60 DIVISION TOTALS	**Count:**	2			
154,003.50	**154,003.50**	**48,877.70**		**105,125.80**	
29 DEPARTMENT TOTALS:	**Count:**	2			
154,003.50	**154,003.50**	**48,877.70**		**105,125.80**	
C15 APTYP+FY TOTALS:	**Count:**	2			
154,003.50	**154,003.50**	**48,877.70**		**105,125.80**	
624 FUND TOTALS:	**Count:**	2			
154,003.50	**154,003.50**	**48,877.70**		**105,125.80**	
FINAL TOTALS	**Count:**	2			
154,003.50	**154,003.50**	**48,877.70**		**105,125.80**	

Doc. No. 34GL-17-0560.*

FY 2017
PROJECTION ANALYSIS
CHAMORRO LAND TRUST COMMISSION

Department: Land Management
Division: Chamorro Land Trust Commission
Account No.: 5624A172960SE201

A	B	C	D	E	F	G	H	I	J	K	L	M
							INFORMATIONAL ONLY					
Account Code	Budget Act(s) Appropriations 33-185	Reserve	FY 2017 Allotments (B - C)	Year to Date Exp. / Encumb. As Of: 4/17/2017	CURRENT Staffing Pattern PP Requirement	Remaing PP Personnel Requirement (Remain. PP x F)	LABOR COST PPE: 3/18/2017	LABOR COST PPE: 4/1/2017	Avg. PP Requirment [(F+G)/2]	Remaining PP Personnel Requirement (Remain. PP x J)	Other Requirements	Projected Lapse / (Shortfall) [D - (E + G + L)]
111 Salary	491,833	100,785	391,048	240,700	18,636	244,273	18,636	18,966	18,801	244,418	0	(91,925)
112 OT	0	0	0	0	0	0	0	0	0	0	0	0
113 Benefits	185,389	41,820	143,569	90,876	7,053	91,689	7,053	7,148	7,101	92,308	0	(38,996)
TOTAL PerSvs	**677,222**	**142,605**	**534,617**	**331,576**	**25,689**	**333,962**	**25,689**	**26,115**	**25,902**	**336,726**	**0**	**(130,921)**
220 Travel	0	0	0	0							0	0
230 Contract	172,515	0	172,515	126,515							55,904	(9,904)
233 Rent	124,391	0	124,391	124,390							0	1
240 Supplies	24,366	0	24,366	3,157							2,100	19,109
250 Equip.	0	0	0	0							0	0
271 Drug Testing	0	0	0	0							0	0
280 Sub.Rec.	0	0	0	0							0	0
290 Misc.	4,200	0	4,200	1,000							1,200	2,000
361 Power	0	0	0	0							0	0
362 Water	0	0	0	0							0	0
363 Tele.	0	0	0	0							0	0
450 Cap. Out.	0	0	0	0							0	0
TOTAL Opers	**325,472**	**0**	**325,472**	**255,062**							**59,204**	**11,208**
TOTALS	**1,002,694**	**142,605**	**860,089**	**586,638**	**25,689**	**333,962**	**25,689**	**26,115**	**25,902**	**336,726**	**59,204**	**(119,715)**

Footnotes / Notes:

26,000.00 Audit
10,000.00 Court Reporter
20,000.00 Hearing Officer
-96.00 P176A01217 de-encumbrance pending
55,904.00

2,100.00 Fuel (300*7 mos)
2,100.00

1,200.00 Stipends (4 mem x 1 mtg mo x $50 x 6 mos.) Apr-Sep
1,200.00

budgeted for:
40,904.00 2 tower servers
28,000.00 8 desktops
2,400.00 8 UPS
24,000.00 2 Sonic Wall Firewall

Doc. No. 34GL-145601

FY 2017
PROJECTION ANALYSIS
CHAMORRO LAND TRUST COMMISSION

Department: Land Management
Division: Chamorro Land Trust Commission - LTA
Account No.: 5624C152960SE203

A	B	C	D	E	F	G	H	I	J	K	L	M
							INFORMATIONAL ONLY					
Account Code	Budget Act(s) Appropriations 33-185	Reserve	FY 2017 Allotments (B - C)	Year to Date Exp. / Encumb. As Of: 4/17/2017	CURRENT Staffing Pattern PP Requirement	Remaing PP Personnel Requirement (Remain. PP x F)	LABOR COST PPE: 3/16/2017	LABOR COST PPE: 4/1/2017	Avg. PP Requirment [(F + G) / 2]	Remaining PP Personnel Requirement (Remain. PP x J)	Other Requirements	Projected Lapse / (Shortfall) [D - (E + G + L)]
111 Salary	94,471	0	94,471	29,838	2,295	29,838	2,295	2,295	2,295	29,838	0	34,796
112 OT	0	0	0	0	0	0	0	0	0	0	0	0
113 Benefits	59,533	0	59,533	12,523	964	12,526	964	964	964	12,526	0	34,484
TOTAL PerSvs	**154,004**	**0**	**154,004**	**42,360**	**3,259**	**42,364**	**3,259**	**3,259**	**3,259**	**42,364**	**0**	**69,280**
220 Travel	0	0	0	0							0	0
230 Contract	0	0	0	0							0	0
233 Rent	0	0	0	0							0	0
240 Supplies	0	0	0	0							0	0
250 Equip.	0	0	0	0							0	0
271 Drug Testing	0	0	0	0							0	0
280 Sub.Rec.	0	0	0	0							0	0
290 Misc.	0	0	0	0							0	0
361 Power	0	0	0	0							0	0
362 Water	0	0	0	0							0	0
363 Tele.	0	0	0	0							0	0
450 Cap. Out.	0	0	0	0							0	0
TOTAL Opers	**0**	**0**	**0**	**0**							**0**	**0**
TOTALS	**154,004**	**0**	**154,004**	**42,360**	**3,259**	**42,364**	**3,259**	**3,259**	**3,259**	**42,364**	**0**	**69,280**

Footnotes / Notes:

Doc. No. 34GL-17-0560 *

Run Date . : 4/17/17 STATEMENT OF APPROPRIATIONS, ALLOTMENT, OUTSTANDING ENCUMBRANCE AND EXPENDITURES Page . : 1
Run Time . . 16:12:01 Program: PRTAPPN

User ID. . . . . : DLMFLORU
To date. . . . . : 4/2017
Account. . . . . : 5624A17 Exclude Object Codes:
Dept/Division . :

Account Number / Tot Appropriation	Account Name / YTD Allotment	YTD Expenditures	O/S Encumbrance	Available Funds	Unallotted Balance
5624A172960SE201111	CHAMORRO LAND TRUST COMMISSION				
491,833.00	287,535.00	240,700.24		46,834.77	204,298.00
5624A172960SE201114	CHAMORRO LAND TRUST COMMISSION				
185,389.00	107,677.00	90,875.63		16,801.37	77,412.00
5624A172960SE201240	CHAMORRO LAND TRUST COMMISSION				
172,515.00	172,515.00	66,109.86	60,404.92	46,000.22	
5624A172960SE201243	CHAMORRO LAND TRUST COMMISSION				
124,391.00	124,391.00	72,960.95	51,829.25	.80	
5624A172960SE201240	CHAMORRO LAND TRUST COMMISSION				
24,166.00	22,500.00	2,472.36	284.54	19,743.10	1,666.00
5624A172960SE201250	CHAMORRO LAND TRUST COMMISSION				
5624A172960SE201271	CHAMORRO LAND TRUST COMMISSION				
5624A172960SE201290	CHAMORRO LAND TRUST COMMISSION				
4,200.00	4,200.00	1,000.00		3,200.00	
SE201 PROGRAM TOTALS	**Count:**	**8**			
1,002,694.00	**718,818.00**	**473,619.04**	**112,518.71**	**132,180.26**	**284,876.00**
60 DIVISION TOTALS	**Count:**	**8**			
1,002,694.00	**718,818.00**	**473,619.04**	**112,518.71**	**132,180.26**	**284,876.00**
29 DEPARTMENT TOTALS:	**Count:**	**8**			
1,002,694.00	**718,818.00**	**473,619.04**	**112,518.71**	**132,180.26**	**284,876.00**
A17 APTYP:FY TOTALS:	**Count:**	**8**			
1,002,694.00	**718,818.00**	**473,619.04**	**112,518.71**	**132,180.26**	**284,876.00**
624 FUND TOTALS:	**Count:**	**8**			
1,002,694.00	**718,818.00**	**473,619.04**	**112,518.71**	**132,180.26**	**284,876.00**
FINAL TOTALS	**Count:**	**8**			
1,002,694.00	**718,818.00**	**473,619.04**	**112,518.71**	**132,180.26**	**284,876.00**

Doc. No. 34GL-17-0560.*

Run Date : 4/17/17 STATEMENT OF APPROPRIATIONS, ALLOTMENT, OUTSTANDING ENCUMBRANCE AND EXPENDITURES Page : 1
Run Time : 16:12:14 Program: PPTAPPN

User ID. . . . : DLMEADRV
To date. . . . : 4/2017
Account. . . . : 5624C
Dept/Division :

Exclude Object Codes:

Account Number / Tot Appropriation	Account Name / YTD Allotment	YTD Expenditures	O/S Encumbrance	Available Funds	Unallotted Balance
5624C152960SE203111 CLTC - LTA POSITIONS					
94,470.75	94,470.75	29,847.60		64,623.15	
5624C152960SE203113 CLTC LTA POSITIONS					
59,532.75	59,532.75	12,512.62		47,018.13	
SE203 PROGRAM TOTALS	**Count:**	2			
154,003.50	**154,003.50**	**42,360.22**		**111,641.28**	
60 DIVISION TOTALS	**Count:**	2			
154,003.50	**154,003.50**	**42,360.22**		**111,641.28**	
29 DEPARTMENT TOTALS:	**Count:**	2			
154,003.50	**154,003.50**	**42,360.22**		**111,641.28**	
C15 APTYP:FY TOTALS:	**Count:**	2			
154,003.50	**154,003.50**	**42,360.22**		**111,641.28**	
624 FUND TOTALS:	**Count:**	2			
154,003.50	**154,003.50**	**42,360.22**		**111,641.28**	
FINAL TOTALS	**Count:**	2			
154,003.50	**154,003.50**	**42,360.22**		**111,643.28**	

Doc. No. 34GL-17-0560.*

FY 2017
PROJECTION ANALYSIS
CHAMORRO LAND TRUST COMMISSION

Department: Land Management
Division: Chamorro Land Trust Commission - LTA
Account No.: 5624C152960SE203

A	B	C	D	E	F	G	H	I	J	K	L	M
							INFORMATIONAL ONLY					
Account Code	Budget Act(s) Appropriations 33-185	Reserve	FY 2017 Allotments (B - C)	Year to Date Exp. / Encumb. As Of: 5/4/2017	CURRENT Staffing Pattern PP Requirement	Remaing PP Personnel Requirement (Remain. PP x F)	LABOR COST PPE: 4/15/2017	LABOR COST PPE: 4/29/2014	Avg. PP Requirment [(F + G) / 2]	Remaining PP Personnel Requirement (Remain. PP x J)	Other Requirements	Projected Lapse / (Shortfall) [D - (E + G + L)]
111 Salary	94,471	0	94,471	34,428	2,295	25,247	2,295	2,295	2,295	19,747	44,461	(9,666)
112 OT	0	0	0	0	0	0	0	0	0	0	0	0
113 Benefits	59,533	0	59,533	14,450	964	10,599	964	964	964	8,155	17,659	16,825
TOTAL PerSvs	**154,004**	**0**	**154,004**	**48,878**	**3,259**	**35,846**	**3,259**	**3,259**	**3,259**	**27,902**	**62,121**	**7,159**
220 Travel	0	0	0	0							0	0
230 Contract	0	0	0	0							0	0
233 Rent	0	0	0	0							0	0
240 Supplies	0	0	0	0							0	0
250 Equip.	0	0	0	0							0	0
271 Drug Testing	0	0	0	0							0	0
280 Sub.Rec.	0	0	0	0							0	0
290 Misc.	0	0	0	0							0	0
361 Power	0	0	0	0							0	0
362 Water	0	0	0	0							0	0
363 Tele.	0	0	0	0							0	0
450 Cap. Out.	0	0	0	0							0	0
TOTAL Opers	**0**	**0**	**0**	**0**							**0**	**0**
TOTALS	**154,004**	**0**	**154,004**	**48,878**	**3,259**	**35,846**	**3,259**	**3,259**	**3,259**	**27,902**	**62,121**	**7,159**

Footnotes / Notes:

Doc. No. 34GL-17-0560 *

ITEM NO.	DESCRIPTION	QTY.	UOM	MONTHLY PRICE	ANNUAL COST
1.1	Office Space Lease For the Dept. of Land Management As per the following specifications	12	MOS.	$64,505.15	$ 774,061.80

The Department of Land Management is interested in leasing approximately 27,449 rentable square feet of quality office space available for use by employees, furnishings, and equipment. If entire building and parking area are used by the Department of Land Management it must be fully A.D.A compliant. If the building houses other tenants the proposed occupied floors and parking areas shall meet the requirements of A.D.A. and local safety and fire codes. Space shall be in a new or modern office building located in an area that is compatible with its surroundings. The location should project a professional and aesthetically pleasing appearance. Building should be highly visible and must have full adequate means of ingress or egress. Building shall be concrete and shall include typhoon protection. Preferred location is Hagatna or Tamuning, Department of Land Management will consider locations in Maite, Asan, Sinajana and Barrigada.

The entire office space may be located in different floors. If building is multi-story, then operational elevators or escalators must be available. Total office space shall be approximately 27,449 square feet and exclusive of common areas such as waiting areas, public and staff restrooms. If entire building and parking area are used by Department of Land Management it must be fully A.D.A. compliant. If the building houses other tenants the proposed occupied floors and parking areas shall meet the requirements of A.D.A., OSHA, safety and fire codes, must have full adequate means of ingress and egress, and must be of concrete structure.

SPECIFICATIONS:	BIDDING ON/COMPLY
LOCATION: The preferred location is within the villages of Hagatna or Tamuning. Department of Land Management will consider Locations in Maite, Asan, Sinajana, and Barrigada. Site must not be in a flood-prone area or subject to flooding or susceptible to water run-off coming from abutting or adjacent properties.	Comply
TELEPHONES: Telephone jacks must be immediately available. Department of Land Management will incur all costs for telephone services. Bidder will be responsible for jack installation.	Comply
PARKING STALLS: Reserved and marked parking stalls to accommodate a minimum of eighty-five (85) vehicles, which include privately-owned and official government vehicles. Minimum of four (4) parking stalls shall be accessible to the disable with one (1) being van accessible; must be A.D. A. compliant.	Comply
BUILDING SIGNAGE: Bidder shall provide directional and location signage for the Dept. Of Land Management's office sites. Signage can be attached to the building or free-standing within close proximity of the building. In either case, it should be visible to the public.	Comply
BUILDING CODES: Bidders shall ensure that building meets all Current local building codes and statutes, (i.e., building, fire, safety, OSHA, etc.)	Comply

Run Date . : 5/04/17 STATEMENT OF APPROPRIATIONS, ALLOTMENT, OUTSTANDING ENCUMBRANCE AND EXPENDITURES Page . : 1
Run Time . : 13:00:17 Program: PRTAPPN

User ID. . . . : DLMFLORV
To date. . . . : 5/2017
Account. . . . : 5624A17 Exclude Object Codes:
Dept/Division :

Account Number / Tot Appropriation	Account Name / YTD Allotment	YTD Expenditures	O/S Encumbrance	Available Funds	Unalloted Balance
5624A172960SE201111	CHAMORRO LAND TRUST COMMISSION				
491,833.00	325,873.00	277,514.44		48,358.56	165,960.00
5624A172960SE201113	CHAMORRO LAND TRUST COMMISSION				
185,389.00	122,034.00	104,668.83		17,365.17	63,355.00
5624A172960SE201230	CHAMORRO LAND TRUST COMMISSION				
172,515.00	172,515.00	70,486.88	59,027.90	43,000.22	
5624A172960SE201233	CHAMORRO LAND TRUST COMMISSION				
124,391.00	124,391.00	82,926.80	41,463.40	.80	
5624A172960SE201240	CHAMORRO LAND TRUST COMMISSION				
24,326.00	22,500.00	2,683.80	1,101.46	18,714.74	1,826.00
5624A172960SE201250	CHAMORRO LAND TRUST COMMISSION				
5624A172960SE201271	CHAMORRO LAND TRUST COMMISSION				
40.00	40.00			40.00	
5624A172960SE201290	CHAMORRO LAND TRUST COMMISSION				
4,200.00	4,200.00	1,000.00		3,200.00	
SE201 PROGRAM TOTALS	**Count:** 8				
1,002,694.00	**771,553.00**	**539,280.75**	**101,592.76**	**130,679.49**	**231,141.00**
60 DIVISION TOTALS	**Count:** 8				
1,002,694.00	**771,553.00**	**539,280.75**	**101,592.76**	**130,679.49**	**231,141.00**
29 DEPARTMENT TOTALS:	**Count:** 8				
1,002,694.00	**771,553.00**	**539,280.75**	**101,592.76**	**130,679.49**	**231,141.00**
A17 APTYP+FY TOTALS:	**Count:** 8				
1,002,694.00	**771,553.00**	**539,280.75**	**101,592.76**	**130,679.49**	**231,141.00**
624 FUND TOTALS:	**Count:** 8				
1,002,694.00	**771,553.00**	**539,280.75**	**101,592.76**	**130,679.49**	**231,141.00**
FINAL TOTALS	**Count:** 8				
1,002,694.00	**771,553.00**	**539,280.75**	**101,592.76**	**130,679.49**	**231,141.00**

Doc. No. 34GL-17-0560.*

Chamorro Land Trust Resolution No. 2017-06 – Barrigada Mayor/Land Transfer

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 649-5263 Ext. 400 Fax: 649-5383

Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman

Joseph I. Cruz
Vice Chairman

Amanda L.G. Santos
Commissioner

Pascual V.A. Sablan
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

April 20, 2017

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

RE: Chamorro Land Trust Commission Transmittal of Resolution

Hafa Adai Mr. Speaker:

Enclosed with this letter is a resolution from the Chamorro Land Trust Commission (CLTC) regarding transfer of land in the Chamorro Land Trust land inventory. This resolution was passed during the regularly scheduled board of commissioners meeting held on November 17, 2016.

a. CLTC Resolution No. 2017-06: Declaration of Support for a Land Transfer to the Mayor of the Municipality of Yigo.

CLTC Resolution No. 2017-06 would support legislation to have land administratively transferred to the Mayor of the Municipality of Barrigada. The identified land would be used as a community park and recreation area and the Barrigada Mayor may more appropriately establish and manage the community park and recreation area.

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

Senseramente,

MICHAEL J.B. BORJA
Administrative Director

Enclosures: CLTC Resolution

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

Rev. 03/17/2017

CHAMORRO LAND TRUST COMMISSION
RESOLUTION NO. 2017-06

Declaration of Support for a Land Transfer to the Mayor of the Municipality of Barrigada

WHEREAS, the Chamorro Land Trust Commission ***(hereafter CLTC)***, in accordance with Title 21, Section 75105, declares it support to transfer properties to the Mayor of the Municipality of Barrigada ***(hereafter Barrigada Mayor)***;

WHEREAS, the CLTC board of commissioners recognize the Barrigada Mayor's need for public land to create sport and recreation fields for its residents in an area of municipality completely without any public use parks;

WHEREAS, the Barrigada Mayor desires land to be under the control of the Mayor of the Municipality of Barrigada to create and construct recreation park and fields and has diligently sought private partners to assist and facilitate the creation and equipping these recreation fields;

WHEREAS, the Barrigada Mayor may also directly seek community-related funding to create recreation park and field facilities on the designated property and more appropriately manage the recreation park and field area for village residents and surrounding residents which also consists of CLTC lessees;

WHEREAS, in accordance with Title 21, Section 75107, the lot listed below was designated to be administratively transferred to the Mayor of the Municipality of Barrigada to allow for improvements for public purposes:

Lot 5382N-36, Municipality of Barrigada, consisting of ±32,139 square meters, as shown on Department of Land Management Scheme No. M04-008, approved on March 15, 2017, currently Agricultural Zone (A), shown in Exhibit "A";

WHEREAS, the Barrigada Mayor desires access to the land to assess land condition and topography; and

WHEREAS, on November 17, 2016, the CLTC board of commissioners at their regularly scheduled meeting, Tamuning, Guam, reviewed and approved by a motion to support legislation to administratively transfer the identified property to the Barrigada Mayor and that the legislation contain a reversionary clause requiring the Barrigada Mayor to begin, within ten years, activity on the land to convert it to a functioning recreation park and field area.

NOW THEREFORE BE IT RESOLVED,

1. The Chamorro Land Trust Commission Board of Commissioners approves the listed land for administrative transfer to the Barrigada Mayor;

2. The Chamorro Land Trust Commission requests a reversionary clause be included in legislation requiring the property being transferred to the Barrigada Mayor commence conversion of property to a functioning recreation and park area within ten years or it reverts back to the CLTC land inventory;

3. The Chamorro Land Trust Commission grants the Barrigada Mayor a Right of Entry to assess the land conditions and determine boundaries; and

4. The Chamorro Land Trust Commission Board of Commissioners transmits this Resolution to *I Liheslaturan Guahan.*

DULY AND REGULARLY ADOPTED BY THE CHAMORRO LAND TRUST COMMISSION THIS 17 TH DAY OF NOVEMBER 2016.

G. PIKA REJERAN, Chairwoman
Chamorro Land Trust Commission

Date: 4/13/17

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

Date: 4/13/17

Doc. No. 348L-17-0360.

CLTC Resolution 2017-06
Declaration of Support for a Land Transfer
to the Mayor of the Municipality of Barrigada
Page 2 of 2

EXHIBIT "A"

