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

October 24, 2017

GL#34-17-1146
Speaker Benjamin J.F. Cruz

OCT 26 2017
Time: 3:38 [ ] AM [ ] PM File No. 34-1095
Received By

TO: Honorable Eddie Baza Calvo
Governor of Guam

FR: Michael J.B. Borja
Director

RE: CLTC Board Meeting Packet

Pursuant to Public Law 31-233, transmitted herewith is the Chamorro Land Trust Commission Board meeting packet of October 19, 2017.

If you should have any questions, please do not hesitate to contact Ruth Sakuma at 649-5263 ext. 617.

MICHAEL J.B. BORJA
Director

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

Office of Vice Speaker Therese M. Terlaje
Committee on Culture and Justice
34th Guam Legislature

OCT 26 PM 3:38

Rev. 4/4/2016

1146



Commissioner

Pascual V.A. Sablan
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

Chamorro Land Trust Commission

Kumision Inangokkon Tano' Chamoru

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

REGULAR BOARD MEETING
AGENDA

Department of Land Management Conference Room
3rd Floor, ITC Building, Tamuning
Thursday, October 19, 2017, 1:00 PM

Public Notice: The *Guam Daily Post* on October 12, 2017 and October 17, 2017

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES:
1. September 21, 2017 Meeting
2. October 6, 2017 Special Meeting

IV. PUBLIC COMMENTS

V. OLD BUSINESS
1. Global Recycling – Status Report
2. Guam Raceway federation – Status Report
3. Guam Rugby Club – Extension Request
4. GEDA CLTC MOU Update

VI. NEW BUSINESS
1. Black Construction – Request to use portion of Lot 10148 Dededo for Route 3 widening project
2. Jacob Wayne & Vanessa Marie Ignacio – Loan Guaranty
3. Bryan Ross Evangelista Mendiola – Loan Guaranty

VII. DIRECTOR'S REPORT
1. Financials

VIII. EXECUTIVE SESSION
1. CV 17-00113 (as authorized by 5GCA §8111(c))

IX. COMMISSIONERS' COMMENTS

X. ADJOURNMENT
1. Next meeting is scheduled for Thursday, November 16, 2017

Rev. 4/4/2016

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

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

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

COMMISSION MEETING ATTENDANCE SHEET

Date: October 19, 2017

Time: 1:15 p.m. **Adjournment:** 4:48

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._____

2:54 recess for executive session

Lilia Sisi Calvo
Chairwoman

Ray Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman

Joseph L. Cruz
Vice Chairman

Amanda L.G. Santos
Commissioner

Pascual V.A. Sablan
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guam 96932 *Phone: 649-5263 ext. 671 Fax: 649-5383*

PUBLIC COMMENTS SIGN IN SHEET

CLTC Board Meeting

Date: October 19, 2017

NAME (Please Print)	
Trini Torres	
Hope A. Cristobal	
Josephine Jacobs	

Rev. 3/9/2017

Lidia Baza Calvo
Executive Director

Ray Tenorio
Lieutenant Governor

Commission Members

C. Pika Pejeran
Chairwoman

Joseph I. Cruz
Vice Chairman

Amanda L.G. Santos
Commissioner

Pascual V.A. Pascual
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

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

VISITORS' SIGN IN SHEET

CLTC Board Meeting

Date: October 19, 2017

NAME (Please print)	Contact Number
Trini Torres	
Fred A. Aguon, Sr.	
Jacob W. Ignacio	
Vanessa Ibanez-Ignacio	
Brittany Mendiola	
Bryan Mendiola	
[illegible]	
JESSE GARCIA	
DUNCAN HORNE	
KILLY PIKE	
MONAEKA FLORES, OFFICE OF VS TENIATE	
Ross Morrison	
Catherine F McCollum	
Tommy Simpson	
George Castro	

Rev. 3/9/2017

Death toll in Somalia tops 200

MOGADISHU (Reuters) - More than 200 people were killed by twin bomb blasts that struck busy junctions in the heart of Somalia's capital Mogadishu, officials said on Sunday, marking the deadliest attacks since an Islamist insurgency began in 2007.

President Mohamed Abdullahi Farmaajo declared three days of national mourning and called for donations of blood and funds to victims of Saturday's attack. At least 100 others were wounded.

"Today's horrific attack proves our enemy would stop nothing to cause our people pain and suffering. Let's unite against terror," he tweeted.

Police said a truck bomb exploded outside a hotel in the KS intersection that is lined with government offices, restaurants and kiosks, flattening several buildings and setting dozens of vehicles on fire.

Two hours later, another blast struck the capital's Medina district.

"We have confirmed 200 civilians died in yesterday's blast. We understand the death toll is higher than that. Many people are still missing their relatives," Abdifatah Omar Halane, the spokesman for Mogadishu's mayor, told Reuters.

A spokesman for Aamin Ambulance service said it knew of more than 250 people wounded during the bombings on Saturday.

"Some people who searched for their relatives just found unrecognizable body parts," its director Abdikadir Abdirahman told Reuters.

"In our 10 year experience as the first responder in #Mogadishu, we haven't seen anything like this," tweeted the ambulance service, which is reliant on private donations and the only free ambulance service in the city.

"We're mourning the loss of 5 Somali Red Crescent volunteers, also killed in this attack," tweeted the International Committee of the Red Cross.

Police and emergency workers searched the rubble of destroyed buildings on Sunday. They had recovered dozens of corpses the night before, most of which were charred beyond recognition.

Hundreds of people came to the junction in search of missing family members and police cordoned off the area for security reasons.

There was no immediate claim of responsibility, although the Islamist militant group al Shabaab, which is allied to al Qaeda, stages regular attacks in the capital and other parts of the country.



EXPLOSION: *A general view shows the scene of an explosion in KM4 street in the Hodan district of Mogadishu, Somalia Oct. 14. Feisal Omar/Feisal Omar*

The group is waging an insurgency against the U.N.-backed government and its African Union allies in a bid to topple the weak administration and impose its own strict interpretation of Islam.

The militants were driven out of Mogadishu in 2011 and have been steadily losing territory since then to the combined forces of African Union peacekeepers and Somali security forces.

But al Shabaab retains the ability to mount large, complex bomb attacks. Over the past three years, the number of civilians killed by insurgent bombings has steadily climbed as al Shabaab increases the size of its bombs.

CHAMORRO LAND TRUST COMMISSION
PUBLIC NOTICE

Regular Monthly Meeting
Thursday, October 19, 2017, 1:00 P.M.
Department of Land Management Conference Room, 3rd floor of the ITC Building
590 S. Marine Corps Drive, Tamuning

AGENDA

I.	Call to Order	VI.	New Business
II.	Roll Call	VII.	Director's Report
III.	Approval of Minutes	VIII.	Executive Session (CV 17-00113)
IV.	Public Comments	IX.	Commissioners' Comments
V.	Old Business	X.	Adjournment

In compliance with the ADA, individuals requiring special accommodations, auxiliary aids or services, may call Ruth 649-5263 Ext. 617.

This ad is paid by Government Funds

GUAM CHAMBER OF COMMERCE
FINANCIAL STATEMENT
For the Year Ending December 31, 2016

ASSETS	
Cash	$511,245.02
Accounts Receivable, Net of Allowance	$161,555.05
Other Assets	$3,990.00
Capital Assets, Net of Depreciation	$9,970.24
Total Assets	$686,760.31
LIABILITIES & NET ASSETS	
Liabilities	$226,471.03
Net Assets	$460,289.28
Total Liabilities & Net Assets	$686,760.31
ORDINARY INCOME/EXPENSE	
Income	$766,580.45
Expense	$636,614.50
Excess of Revenues over Expenses	$129,965.95
Net Assets, Beginning of Year	$330,323.33
Net Assets, End of Year	$460,289.28

To the best of my knowledge, the above statement is true and correct: /s/ CATHERINE S. CASTRO, President

Iraq says vast areas taken from Kurds

BAGHDAD (Reuters) - Iraqi government forces took control of "vast areas" in the region of Kirkuk, including oilfields west of the city, in the early hours of Monday, Iraqi state TV said, but the Kurdistan Regional Government (KRG) disputed the assertions.

Iraqi Prime Minister Haider al-Abadi ordered security forces "to impose security in Kirkuk in cooperation with the population of the city and the Peshmerga," the TV reports said.

The elite, U.S.-trained "Counter Terrorism Service, the 9th armored division and Federal Police have taken control of vast areas of Kirkuk without confrontations," it said, and oilfields and Kurdish military positions were captured.

However, a KRG security official denied that Iraqi forces were able to get closer to the city or take territory from the Kurdish Peshmerga fighters.

The official told Reuters the oilfields and the air base west of Kirkuk were still under Kurdish control.

The U.S. Defense Department urged Iraqi and Kurdish forces "to avoid additional escalatory actions," saying in a statement it opposed destabilizing actions that detract from the battle against Islamic State militants.

The United States provided weapons to both the Iraqi army and the Peshmerga to fight Islamic State militants.

The conflict in Iraq helped spur a jump in world oil prices on Monday.

Neither side provided a toll of casualties.

The most serious clash happened south of Kirkuk, an exchange of artillery fire between the Peshmerga and Popular Mobilisation, a mainly Shi'ite Iraqi paramilitary force trained and armed by Iran, the KRG official said.

The KRG official said Peshmerga had pushed back two assaults by the Iraqi forces south of the city and destroyed several Humvees used by Popular Mobilisation.

Popular Mobilisation is providing support to the Iraqi operation in Kirkuk, according to state TV.

The Iraqi government and the KRG have been at loggerheads since a Sept. 25 Kurdish independence referendum, rejected as illegal by Baghdad.

Kirkuk, a multi-ethnic city with a large Kurdish community, shaped as a flashpoint because it is claimed by both sides.

4 more in DOC case plead not guilty

By John O'Connor
john@postguam.com

Four more defendants implicated in an alleged conspiracy to smuggle contraband into the Department of Corrections prison facility in Mangilao have pleaded not guilty to the charges against them.

DOC Officer Edward Crisostomo, former officer Fermin Maratita, former Department of Public Works employee Ronald Meno and Rosalina Hocog all pleaded not guilty.

They are to appear in the courtroom of Judge Vernon Perez today to continue court procedures.

The arraignment for DOC Officer Jerome San Nicolas was continued to Oct. 18 because his appointed lawyer, Leslie Travis, cited conflicts of interest with prior communications she's had with potential witnesses in the case.

There are 13 individuals in total who were indicted in the alleged smuggling conspiracy, including five DOC officers. Maratita was an officer at the time of his arrest but he resigned afterward.

Corrections officers Frankie Rosalin, Gerry Hocog and Lt. Jeff Limo have asked that their cases be held separately from their co-defendants.

Other defendants include Paul Johnson and Bruno Simmons, who are already incarcerated, Roxanne Hocog, Liana Cabrera and Shawn Johnson.



HEARING: *Rosalina Hocog, Fermin Maratita, Edward Crisostomo, Jerome Son Nicolas and Ronald Meno, along with their attarneys, come before Magistrate Judge Benjamin C. Sison Jr. for arraignment yesterday. The defendants face charges in connection with alleged contraband at the Department of Corrections.*
David Castro/The Guam Daily Post

GFD, Westin hold full-scale fire drill

By Alana Chargualaf
alana@postguam.com

The Guam Fire Department conducted a full-scale, high-rise fire drill yesterday at the Westin Resort Guam as part of Fire Prevention Week.

While training the firemen and other emergency responders, the drill also was used to prepare the Westin's members and associates with an emergency plan to properly execute during an actual emergency event.

Responding to the 911 call were two engine companies, two medic units and two rescue units, along with the northern commander and rescue commander participating in the exercise as active players. The Fire Prevention Bureau was on site to coordinate and make sure that activity stayed within the play area, and that the objectives and proper protocol were followed, while evaluating the hotel itself.

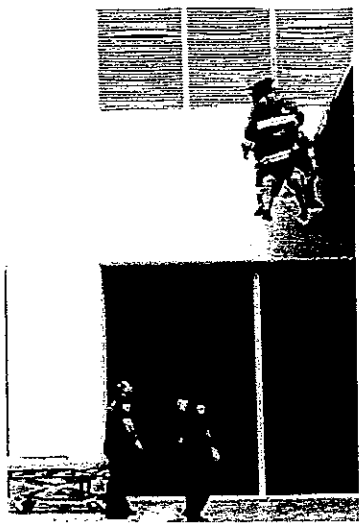
During the training exercise, emergency responders tackled a fire on the 10th floor and pulled out a victim as they showed how to hoist and lower him to the ground by scaling the side of the resort.

"Safety is paramount," said Edward L. Flores, battalion chief of the Fire Prevention Bureau. "Doing a safety exercise ... you're going to take every single opportunity to make sure that everything is safe."

Flores acknowledged the slower pace that responders were taking to execute the exercise, as compared to what might be expected during an actual emergency. He said time, urgency and the actual level of emergency will dictate how quickly you must act. He explained how those aspects also dictate the additional units and supplies that would be needed to get the mission done.

"All fires can be prevented, but until every citizen of our community is aware and understands the dangers of fire, there will always be a need for fire prevention educational campaigns and fire protection," said GFD spokesman Kevin Reilly.

He encourages everyone, their family and friends to join the Fire Prevention Week events held by GFD, Forestry Fire Service, Andersen Air Force Base Fire, Navy Fire, and Aircraft Rescue Fire Fighting.



TRAINING EXERCISE: *A firefighter performs a rescue by repelling from the 10th floor with a "fire victim" at the Westin Resort Guam during a Guam Fire Department training exercise yesterday. The exercise was held as part of Fire Prevention Week.*
David Castro/The Guam Daily Post

JOB OPENING

Experienced Florist and Manager needed.

Apply in person at **TOVE'S FLOWER SHOP** in Tamuning.

CHAMORRO LAND TRUST COMMISSION
PUBLIC NOTICE

Regular Monthly Meeting
Thursday, October 19, 2017, 1:00 P.M.
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AGENDA

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II. Roll Call
III. Approval of Minutes
IV. Public Comments
V. Old Business
VI. New Business
VII. Director's Report
VIII. Executive Session (CV 17-00113) as authorized by 5GCA§8111(c)
IX. Commissioners' Comments
X. Adjournment

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Bachelors degree in Accounting/Finance, or 2 years experience or equivalent combination of education and experience.

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OCT 19 2017
Received by Lyda Time 12:56 pm

Prutehi Litekyan - Save Ritidian
A Direct Action Group
save.ritidian@gmail.com

October 19, 2017

To: Chamorro Land Trust Commission

Buenas yan hafa adai Honorable Commissioners:

Prutehi Litekyan: Save Ritidian (PLSR) is a direct action group dedicated to the protection of natural and cultural resources in the areas identified for DOD live-fire training on Guam.

Prutehi Litekyan recognizes and supports the mission of the CHamoru Land Trust, which was intended to *"advance the well-being of the CHamoru people by way of equitable land distribution,"* to act exclusively in the interest of CHamoru Land Trust beneficiaries, to hold and protect trust property for its beneficiaries, and to maintain and uphold their fiduciary responsibilities to the beneficiaries of the trust to exercise due care and diligence in the management of CHamoru homelands.

Given the critical need and role for the CHamoru Land Trust within our community, we are also concerned with the execution of commercial leases or temporary usage agreements of CHamoru homelands, particularly when the commercial development may adversely impact the integrity of our natural environment, our Northern Lens Aquifer, our ancestral homelands, and historic properties. We believe the CHamoru Land Trust has a fundamental position in the protection of these lands for the health and safety of our community and for the vitality of the indigenous people of Guam.

We are here today to submit testimony to formally state opposition against the request to allow for the commercial use of CHamoru Land Trust property Lot 10148, Route 3 by Black Construction. We also wish to state our concerns of the following issues:

- The CLTC is currently dealing with challenges regarding long-standing commercial agreements that remain in place without leases.
- The CLTC is currently addressing the lack of revenues collected from commercial leases where minerals have been removed from Land Trust properties.
- PLSR opposes any removal of minerals from Land Trust properties for commercial use or profit that further deteriorates our limestone forest ecosystems and compromises the health of our aquifer.
- Roadways are non-permeable and affect the recharge of the aquifer.

- Massive and rapid commercial or industrial development over the Northern Guam Lens Aquifer poses serious risks for our island's main fresh water source.
- We feel that commercial leases of CHamoru Land Trust properties conflict with our Attorney General's efforts in the battle to defend the Trust and CHamoru homelands.

We humbly ask all members of the Commission to vote against the request from Black Construction, as we feel this request also deviates from the intent and spirit of the Land Trust and the foundation on which it was established. The CHamoru Land Trust is crucial to our physical, spiritual, environmental and cultural survivorship and to promote the inherent rights of our indigenous people.

Thank you and si Yu'os ma'åse,

On Behalf of:
The Members of **Prutehi Litekyan: Save Ritidian**

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting

Guam Raceway Federation aka Guam Raceway Park

1. **FACTS:**

a. On June 1, 1998 the Chamorro Land Trust Commission (CLTC) and Guam Racing Federation (GRF) entered into a 20 year License Agreement.
Start Date: June 1, 1998
End Date: May 31, 2018

b. Schedule of monthly rental payments due on the first day of each month:
June 1, 1998 to May 31, 1999 - 1st year – waived
June 1, 1999 to May 31, 2000 - 2nd year – waived
June 1, 2000 to May 31, 2001 - 3rd year - $1,000/month
June 1, 2001 to May 31, 2002 - 4th year - $2,000/month
June 1, 2002 to May 31, 2003 - 5th year - $3,000/month
June 1, 2003 to May 31, 2008 - 6th through 10th years - $3,300/month
June 1, 2008 to May 31, 2013 - 11th through 15th years - $3,630/month
June 1, 2013 to May 31, 2018 - 16th through 20th years - $4,000/month

c. Use is soley for the activities proposed by Licensee and for incidental purposes related to a raceway park.

d. Agreement may be terminated by either party on ninety (90) days prior written notice to the other party for cause for the non-compliance of any provisions of the Chamorro Land Trust Act or adjudicated regulations of Licensor.

e. Rights of Licensee under the Agreement are personal to Licensee and may not be transferred or assigned to any other person, firm, corporation or other entity.

f. Licensee indemnifies the Chamorro Land Trust of any liabilities regardless of fault.

g. Procure at Licensee cost comprehensive liability insurance 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 person for property damage.

h. Licensee may alter the property in order to make it usable for its purpose. Alteration will include but is not limited to the removal of top soil and/coral from the property. Fifty percent (50%) of the materials which are extracted from the property or the value thereof shall be the property of Licensor.

i. At the time of termination of the license, Licensor will determine whether or not it desires to have the property returned to its pristine condition. It is the responsibility and the sole cost of Licensee to remove any and all improvements placed upon the property. If Licensor should take the property "as is" Licensor must advise Licensee within sixty (60) days of the termination.

j. Any modification of the Agreement or additional obligation shall be binding only evidenced in writing signed by each party or an authorized representation of each party.

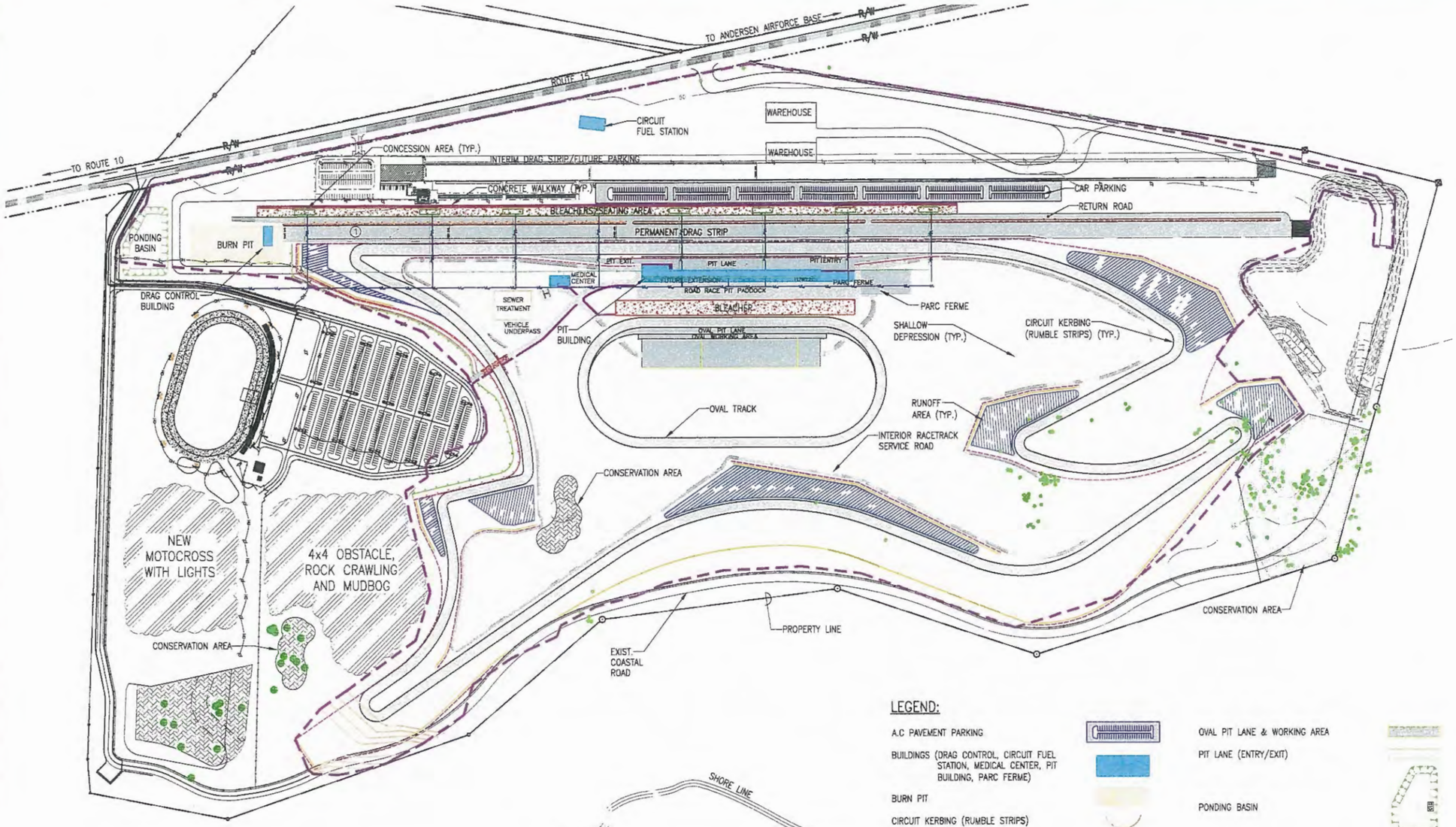
k. The License Agreement effectuated by CLTC and GRF was mandated by P.L. 24-141. Furthermore, P.L. 24-141 authorized the exemption for Real Property Taxes and created an Event Admission Assessment of $2.00 per paid admission payable to CLTC.

l. P.L. 30-204 amended the Event Admission Assessment and requires GRF to pay 10% of any event for which a fess is charged, effective the enactment date of P.L. 24-141. Furthermore, P.L. 30-204 made GRF liable for any admission assessment not paid by the organizer and requires GRF to submit quarterly reports to CLTC and to the Speaker of I Liheslaturan Guahan outlining the event, organizers and etc. effective the date P.L. 24-141 was enacted.

2. FINDINGS:

a. GRF is not compliant with P.L. 20-204. No quarterly report has been submitted to CLTC related to Events Admission.

b. GRF executed a "Use Agreement" with Guam Auto Sports LLC and King Training Center.



1 GUAM INTERNATIONAL RACEWAY
SCALE: 1"=200'-0"

GRAPHIC SCALE
200' 100' 0' 200' 400'
SCALE: 1"=200'-0"

LEGEND:

- A.C PAVEMENT PARKING
- BUILDINGS (DRAG CONTROL, CIRCUIT FUEL STATION, MEDICAL CENTER, PIT BUILDING, PARC FERME)
- BURN PIT
- CIRCUIT KERBING (RUMBLE STRIPS)
- CIRCUIT RACETRACK, OVAL TRACK & PERMANENT DRAG STRIP
- CONCESSION AREA
- CONCRETE BLEACHER & VEHICLE UNDERPASS
- CONCRETE WALKWAY
- CYCAS MICRONESICA (CYCAD)
- DUMMY GRID (ROAD RACE PIT PADDOCK)
- EXTERIOR/INTERIOR RACETRACK SERVICE ROAD
- ELATOSTEMA CALCAREUM
- HELIPORT
- MAYTENUS THOMPSONII
- OVAL PIT LANE & WORKING AREA
- PIT LANE (ENTRY/EXIT)
- PONDING BASIN
- PROCRIS PEDUNCULATA
- RUNOFF AREA (ASPHALT/GRAVEL)
- SAFETY AND ARMCO BARRIERS (GUARDRAIL TYPE "W")
- SAFETY FENCING
- SEWER SYSTEM
- SEWER TREATMENT SYSTEM
- SHALLOW DEPRESSION
- SPECTATOR SAFETY FENCING
- TIRE BARRIERS SYSTEM
- WATERLINE SYSTEM

DCA
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- ENVIRONMENTAL SERVICES - SURVEYING
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- GEOGRAPHIC INFORMATION SYSTEMS
P.O. Box 8900 Tamuning, Guam 96931

OWNER:

GUAM RACING FEDERATION

ENGINEER:

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
DATE: _____

PROJECT NAME:

GUAM INTERNATIONAL RACEWAY

MANGILAO, GUAM

REVISIONS

MARK	DATE	DESCRIPTION

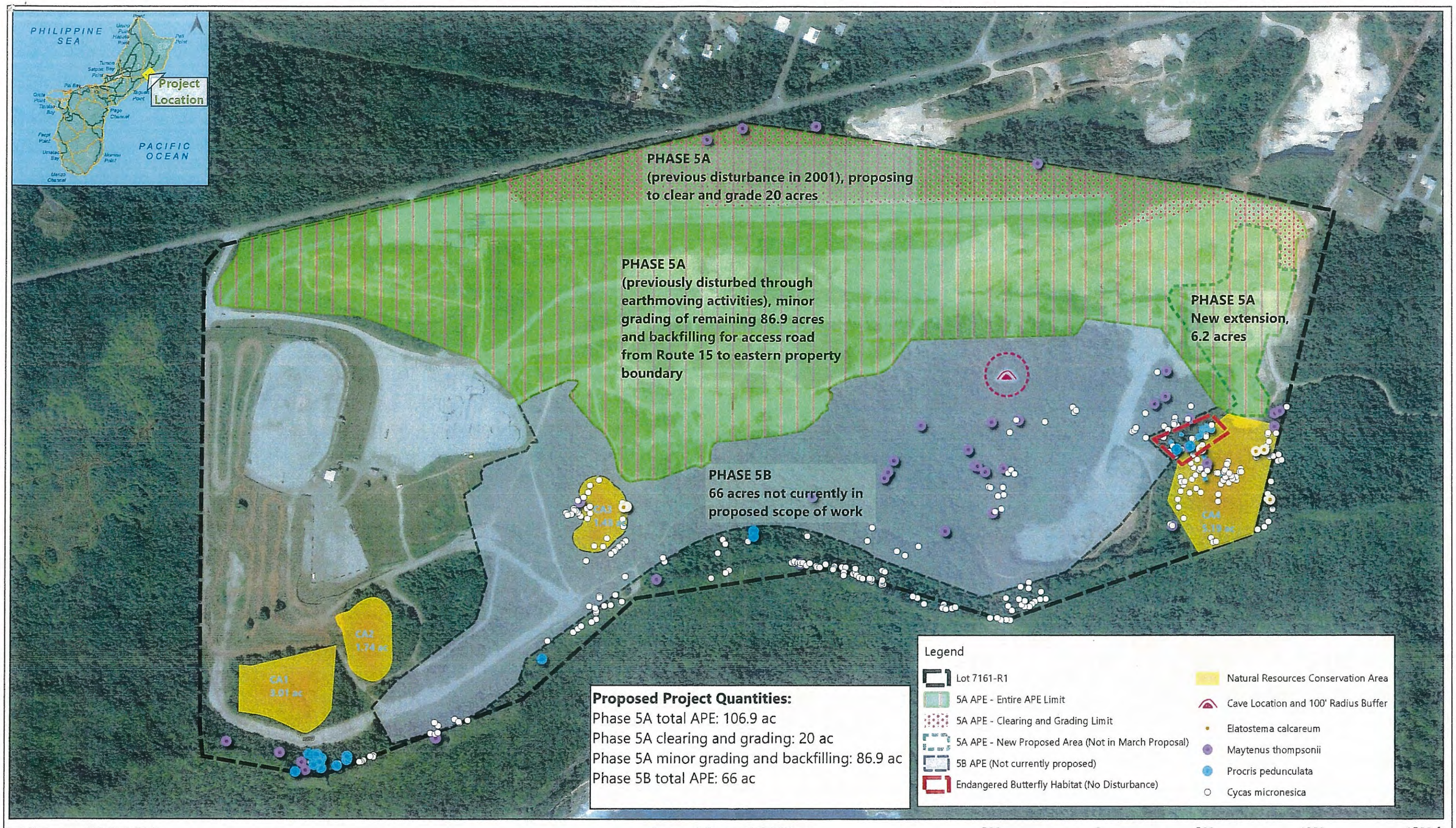
PROJECT NO:	GP15-45
CAD DWG FILE:	GIR-C1.0.DWG
DATE :	08/18/16
DRAWN BY:	DCA
CHECKED BY:	JC/EMS
SUPV. BY:	EMS

SHEET TITLE

SITE DEVELOPMENT PLAN

C-1.0
SHEET ? OF ?

Doc. No. 34GL-17-1146 .

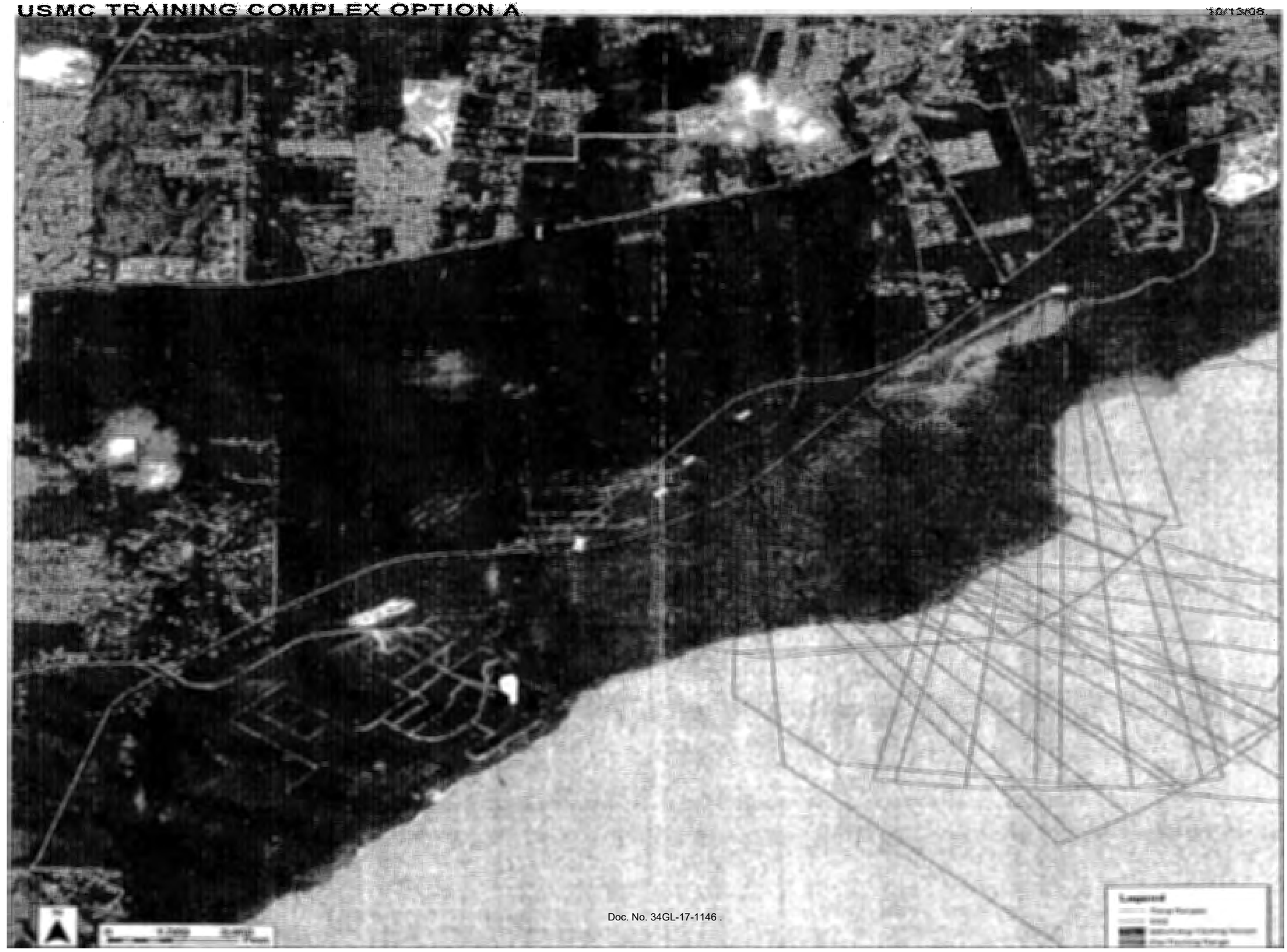


Sattelite Imagery: 2016 DigitalGlobe

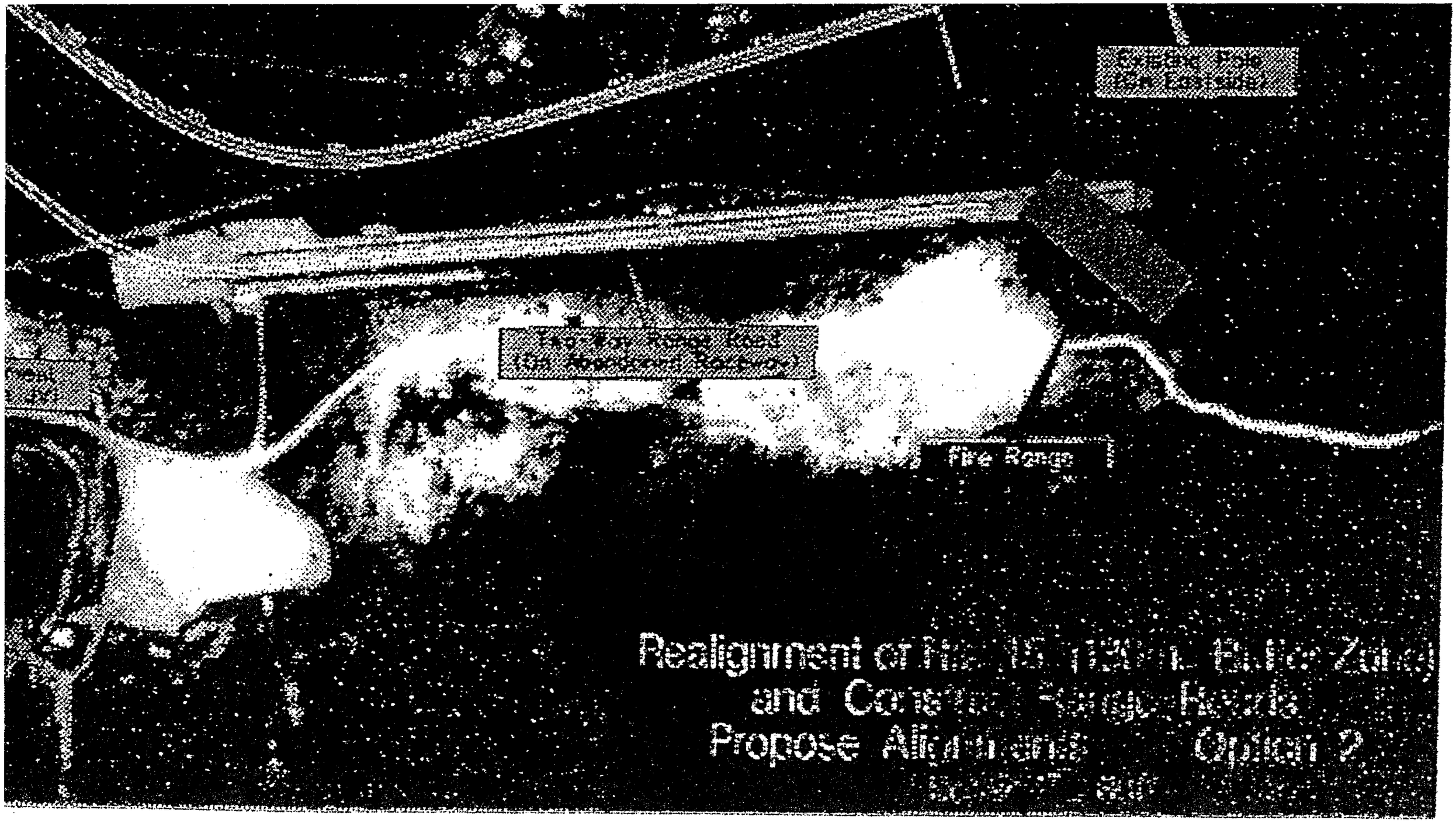
Area of Potential Effect
Guam International Raceway Phase 5A
Yigo, Guam

USMC TRAINING COMPLEX OPTION A

10/13/08

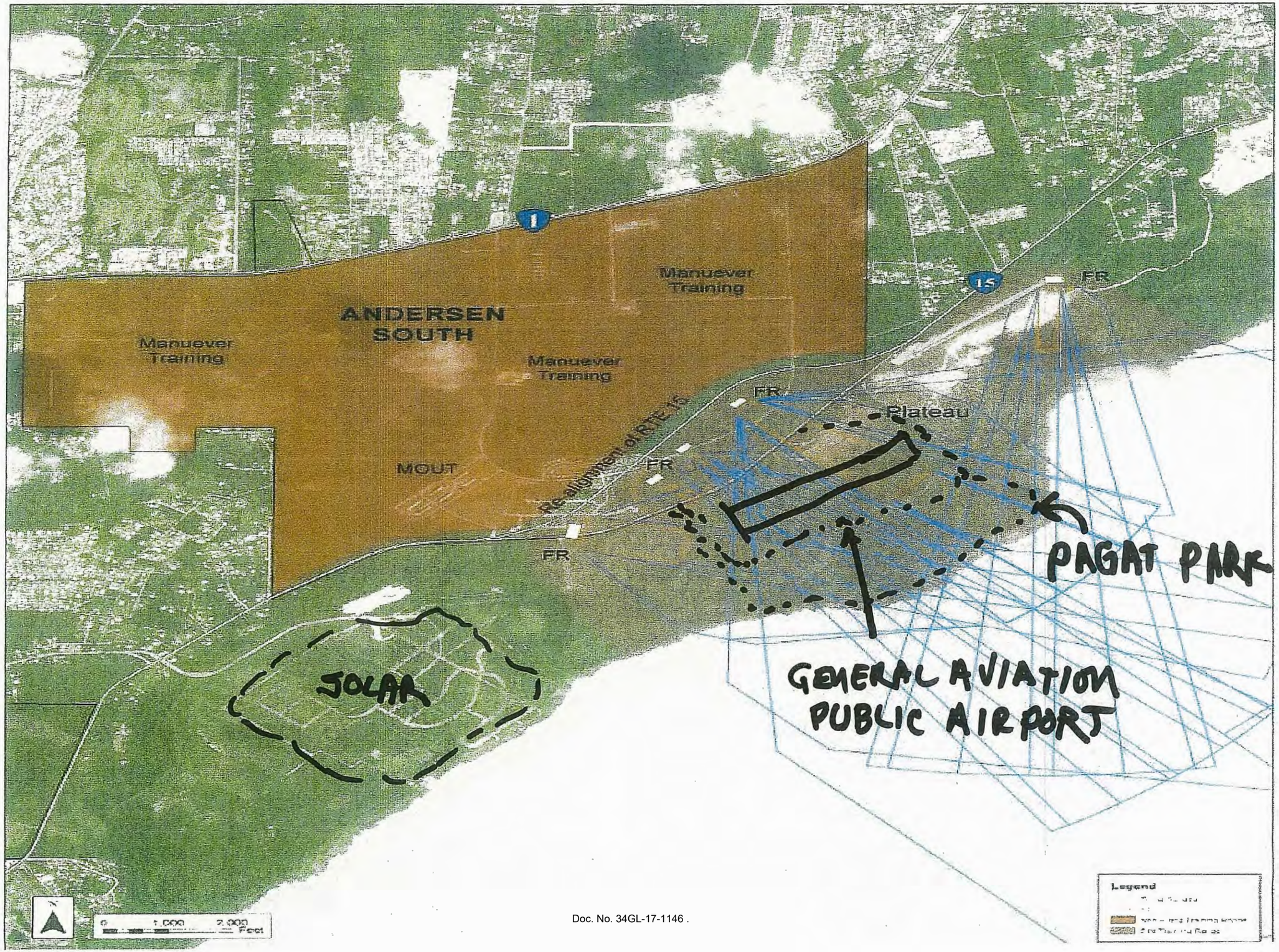


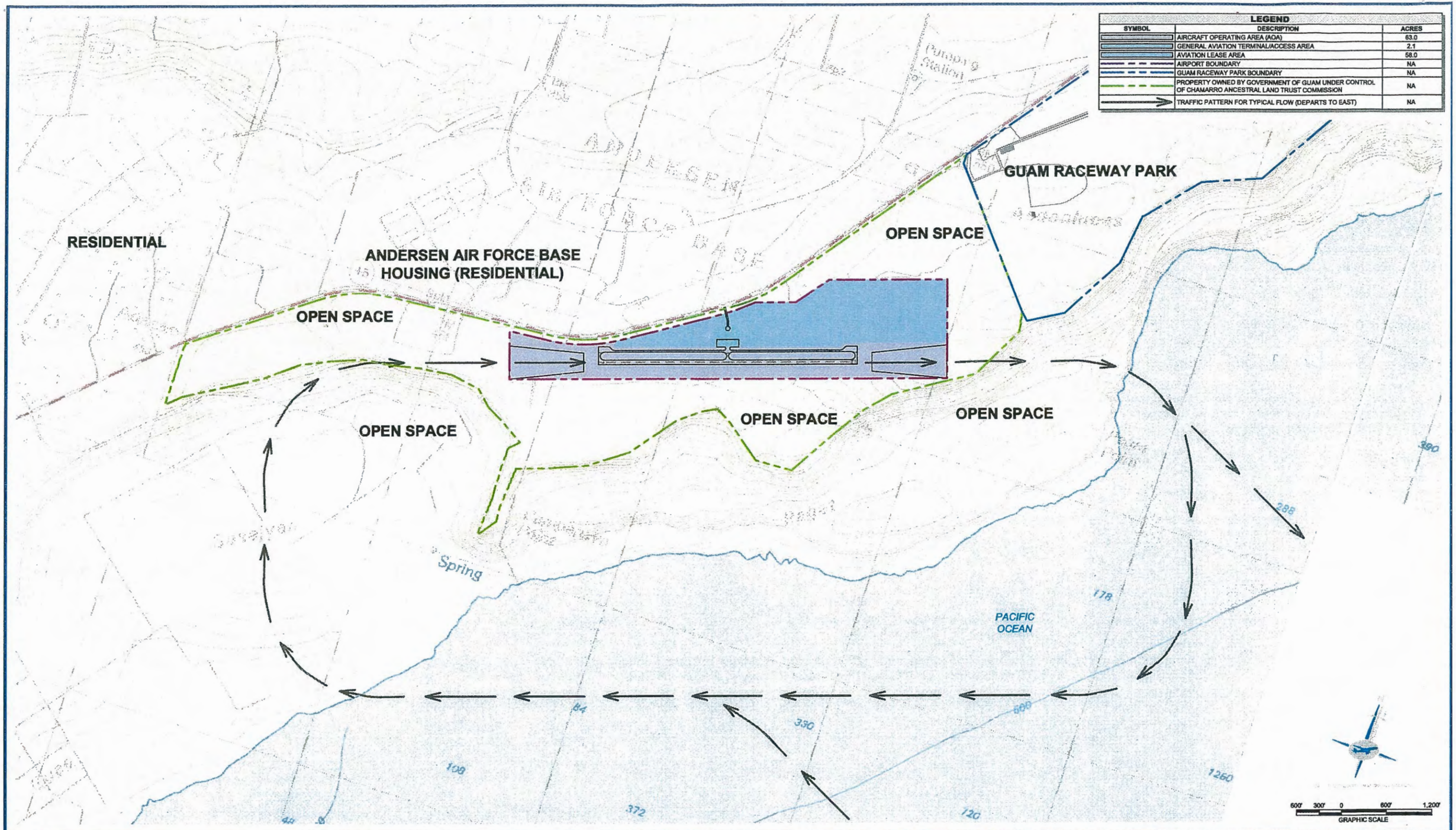
Doc. No. 34GL-17-1146 .


Fire Range
Realignment of Rte. 15 (128) at Butler Zoo
and Construction of Grade Separated Ramps
Propose Alignments Option 2

USMC TRAINING COMPLEX OPTION A

10/13/08





CHEN E.M. CHEN & Associates
988 Route 16, Suite 201
Barrigada Heights, Guam 96913
Tel: 671.633.2881 Fax: 671.633.2883

DMJM AVIATION | AECOM
999 Town and Country Road, 4th Floor
Orange, CA 92868
Tel: 714.648.2096 Fax: 714.285.0740

Designed By:	Drafted By:	Checked By:	Approved By:
AWS	PJS	AWS	SLA

No.	Revision	By	App.	Date

Prepared For: A. B. Won Pat Guam International Airport Authority

JESS Q. TORRES, EXECUTIVE MANAGER — Date

Doc. No. 34GL-17-1146

New General Aviation Airport, Pagat, Guam
Guam International Airport Authority

Airport Land Use Plan

Scale: 1" = 600' | Date: November 2006

AIP Project No. 3-66-0001-46

Sheet No. 4 of 4

3. ABSTRACT OF EVENTS:

a. Addendum dated December 15, 2002 not signed by Lessor or Lessee.

b. Mr. Simpson submits letter to Director Mafnas to request a new 21 year license to use Lot 7121-R1 because lease will expire on May 30, 2018.

c. July 25, 2014 during the Commission meeting Director Borja informed the board of a possible agreement with Mr. Simpson regarding the Waiver of Rent Escalation. No motion was made nor passed to waive escalation. The agreement was requested to be put in writing.

d. On February 28, 2017 CLTC sent a letter to Mr. Henry Simpson regarding "Coral Extraction and 10% Event Admission Assessment. A response was from Mr. Simpson was received on June 15, 2017. His letter explained why GRF was unable to provide the "Drone Report" as agreed in the June 16, 2016 Commission meeting. Also, his letter explained why quarterly reports have not been submitted for events hosted by others who "rented the track facilities."

e. On August 15, 2017 Duenas Camacho & Associates submitted an "Amendment to the Clearing and Grading Permit/Building Permit Application for Phase 5 of the Guam International Raceway Project, Lot 7161-R1, Yigo, Guam (DPW Permit Numbers G16000142 / B16001485)."

f. On August 18, 2017 an email was sent to Mr. Simpson informing him of the status of the Amendment and requesting a copy of the topographical survey that was completed on the Guam Raceway in 2014.

g. On a letter submitted by Mr. Simpson dated August 23, 2017 "It is GRF's position that arrears in the amount of seven thousand seventy dollars ($7,770.00) is incorrect and hereby request that CLTC waive the same."

4. RECOMMENDATION:

a. It is recommended to approve the Amendment requested with conditions that a topographical survey be conducted prior to excavation and grading activities, attached with a report certified by the register surveyor of the total cubic yards of material excavated. Also, in the event GRF would require certain parts of the leased property backfilled, a report should be submitted by GRF and/or contracting company detailing the total cubic yards used for backfill.

b. GRF has made payments related to the Event Admissions. Unfortunately, because no formal reports have been submitted to allow CLTC to ascertain that amounts are reliable, CLTC may receive an audit finding related to this activity in the upcoming annual financial audit or it may be an item mentioned in the Management Letter. The board may want to consider issuing a "Notice of Non-Compliance.

c. It is not recommended that the board grant the waiver of rent escalation as requested by GRF. There was no official agreement in writing as required by the terms in the License Agreement.

d. It is recommended that all modifications and or additional obligations be official and in proper document form to ensure that it is binding.

Payments mate to Chamorro Land Trust (CLTC)				Payments
on behalf of Guam Racing Federation (GRF)				Made by
By Hawaiian Rock, Perez Brothers and Smithbridge				GRF
YEAR	HAWAIIAN ROCK	PEREZ BROTHERS	SMITHBRIDGE	GRF RENT
1999				waived
2000				waived
2001		14,473.00		12,000.00
2002			2,851.74	24,000.00
2003		51,201.50	8,978.61	36,000.00
2004		65,090.50	4,570.75	39,600.00
2005	533.73	61,397.50	2,985.00	39,600.00
2006	11,618.76	37,409.75		39,600.00
2007	100,435.48	24,399.25		39,600.00
2008	127,301.48	9,779.75		39,600.00
2009	101,739.40			43,560.00
2010	114,275.97		35,509.64	43,560.00
2011	201,376.72	36,596.25	48,808.53	43,560.00
2012	334,932.00	96,455.25	264.38	43,560.00
2013	269,632.00	12,397.50		43,560.00
2014	216,591.00			43,560.00
2015	123,245.30			43,560.00
2016	47,014.10			41,660.00
2017	Ended July 2016			24,000.00

As of Aug 30, 2017

TOTAL	1,648,695.94	409,200.25	103,968.65	640,580.00
Rent:	640,580.00			
Total:	2,802,444.84			
Note:	Started payments	Last paid 4/2013	Last Paid 7/2012	
	In Nov. 2005			
Note:	Amounts rounded			
	to nearest $1.00			

HAW'N ROCK PRODUCTS GUAM Since 1958

Hawaiian Rock Products

March 2, 2017
HRP #17-102

Mr. Henry Simpson
Guam Racing Federation
1024 South Marine Drive
Tamuning, Guam 96913

Subject: **Guam Raceway Final Grading**

Dear Mr. Simpson,

We have stopped grading operations at the raceway because the balance of the grading to be done is very uneconomical to perform. Prior to this point we could perform the excavation and pay the royalties in exchange for the value of the extracted materials. The remaining excavation is very shallow and will need to be done mechanically with rock breakers. Excavating with rock breakers will cost us more than ten times the value of the rock extracted, and is therefore no longer economically viable.

We understand that a surface miner may be purchased by a local contractor later this year. It may be possible to rent this equipment and perform the final grading much more economically than with rock breakers at some point in the future.

We expect to provide you with audited quantities of the materials we removed from the Raceway Project in 2016 by the end of March 2017.

We look forward to working with you in the future as you continue to develop the Guam Raceway facility.

Sincerely,
HAWAIIAN ROCK PRODUCTS

JERROLD C. JOHNSON
President

JCJ/mp

READY MIX CONCRETE • ASPHALTIC CONCRETE • CONCRETE BLOCKS • CONCRETE PIPES AGGREGATES • PAVING CONTRACTOR
1402 Rt.15, Mangilao, Guam 96913
Telephone: (671) 734-2971~6 • FAX-Dispatch: (671) 734-5030
FAX-Engineering: (671) 734-0990 • FAX-Accounting: (671) 734-6374 • FAX-Executive: (671) 734-3744
Website Address: www.hawaiianrock.com

CLTC RENT TIMETABLE							
CONTRACT DATE JUNE 1, 1998							
YEAR	TERM	RENT	CLTC BILL	NOTES	DLM BILL	NOTES	GRF PAID
1	06/01/1998 - 06/30/1999	Waived					
2	07/01/1999 - 06/30/2000	Waived					
3	07/01/2000 - 06/30/2001	$ 1.000.00					
4	07/01/2001 - 06/30/2002	$ 2,000.00					
5	07/01/2002 - 06/30/2003	$ 3,000.00					
6	07/01/2003 - 06/30/2004	$ 3,300.00					
7	07/01/2004 - 06/30/2005						
8	07/01/2005 - 06/30/2006						
9	07/01/2006 - 06/30/2007						
10	07/01/2007 - 06/30/2008						
11	07/01/2008 - 06/30/2009	$ 3,630.00	$ 3,630.00				$ 3,630.00
12	07/01/2009 - 06/30/2010		$ 3,630.00				$ 3,630.00
13	07/01/2010 - 06/30/2011		$ 3,630.00				$ 3,630.00
14	07/01/2011 - 06/30/2012		$ 3,630.00				$ 3,630.00
15	07/01/2012 - 06/30/2013		$ 3,630.00				$ 3,630.00
16	07/01/2013 - 06/30/2014	$ 4,000.00	$ 3,630.00		$ 4,000.00	BEGIN 10/1/14	$ 3,630.00
17	07/01/2014 - 06/30/2015		$ 3,630.00				$ 3,630.00
18	07/01/2015 - 06/30/2016		$ 3,630.00				$ 3,630.00
19	07/01/2016 - 06/30/2017		$ 4.000.00	BEGIN 07/1/2016			$ 4.000.00
20	0701/2017 - 06/30/2018						

CLTC-it appears from invoices received, that CLTC continued to invoice GRF $3,630 up to June2016. CLTC began to provide invoices to GRF for $4,000 begining July 2016 which is not consistent with the Agreement timetable. Therefore, one may conclude that the verbal agreement between CLTC and GRF to continue to pay rent for $3,630 would stand true.

DLM-it appears from invoices received, that DLM is consistent with the Agreement timetable.

ARREARS
10/1

GUAM RACING FEDERATION
976C Cross Island Road
Santa Rita, Guam 96915
Telephone: (671) 565-1241 / (671) 565-5208
Mobile: (671) 727-5382
Email: mtview@ite.net

August 23, 2017

Mr. Joseph B. Cruz, Jr.
Program Coordinator III
Department of Land Management
CLTC Operations Fund
Government of Guam
P.O. Box 2950
Hagatna, Guam 96932

Re: CLTC Rent Timetable

Dear Mr. Cruz:

Guam Racing Federation (GRF) has reviewed the License Agreement (Agreement) together with its Addendum and billing statements received from the Chamorro Land Trust Commission (CLTC) relative to the above subject matter.

Although, the Agreement reflects that rental in the amount of three thousand six hundred thirty dollars ($3,630.00) commenced in July 2008 up to June 2013 and increased rental of four thousand dollars ($4,000.00) to commence July 2013 up to January 2020.

Pursuant to a verbal agreement between CLTC and GRF, CLTC forgave the difference of three hundred seventy dollars ($370.00) for twenty-one (21) months. Therefore, GRF continued to pay rent in the amount of three thousand six hundred thirty dollars ($3,630.00) up to June 2016 and commenced its rental payments of four thousand dollars ($4,000.00) per month in July 2016.

It is GRF's position that arrears in the amount of seven thousand seven hundred seventy dollars ($7,770.00) is incorrect and hereby request that CLTC waive the same.

Thank you.

Sincerely,

HENRY M. SIMPSON, JR.
General Manager
Guam Racing Federation

cc: File

DEPARTMENT OF
LAND MANAGEMENT
CLTC - Operations Fund
P.O. Box 2950
Hagatna, GU 96932

Statement

Date	5/3/2017

To:

Guam Racing Federation
976 Cross Island Road, Apt. C
Santa Rita, Guam 96915

Amount Due	Amount Enc.
$27,770.00	

Date	Transaction	Amount	Balance
09/30/2014	Balance forward		0.00
10/01/2014	INV #175. Due 10/01/2014.	4,000.00	4,000.00
10/08/2014	PMT 2215002991	-3,630.00	370.00
11/01/2014	INV #176. Due 11/01/2014.	4,000.00	4,370.00
11/20/2014	PMT 2215019630	-3,630.00	740.00
12/01/2014	INV #177. Due 12/01/2014.	4,000.00	4,740.00
01/01/2015	INV #178. Due 01/01/2015.	4,000.00	8,740.00
01/09/2015	PMT 2215036991	-3,630.00	5,110.00
01/09/2015	PMT 2215036992	-3,630.00	1,480.00
02/01/2015	INV #179. Due 02/01/2015.	4,000.00	5,480.00
02/19/2015	PMT 2215053556	-3,630.00	1,850.00
03/01/2015	INV #180. Due 03/01/2015.	4,000.00	5,850.00
03/11/2015	PMT 2215061201	-3,630.00	2,220.00
04/01/2015	INV #181. Due 04/01/2015.	4,000.00	6,220.00
05/01/2015	INV #182. Due 05/01/2015.	4,000.00	10,220.00
05/07/2015	PMT 2215083802	-3,630.00	6,590.00
05/07/2015	PMT 2215083796	-3,630.00	2,960.00
06/01/2015	INV #183. Due 06/01/2015.	4,000.00	6,960.00
06/12/2015	PMT 2215097338	-3,630.00	3,330.00
07/01/2015	INV #184. Due 07/01/2015.	4,000.00	7,330.00
07/09/2015	PMT 2215109852	-3,630.00	3,700.00
08/01/2015	INV #185. Due 08/01/2015.	4,000.00	7,700.00
08/12/2015	PMT 2215124283	-3,630.00	4,070.00
09/01/2015	INV #186. Due 09/01/2015.	4,000.00	8,070.00
09/15/2015	PMT 2215137464	-3,630.00	4,440.00
10/01/2015	INV #273. Due 10/01/2015.	4,000.00	8,440.00
10/15/2015	PMT #2216006107.	-3,630.00	4,810.00
11/01/2015	INV #274. Due 11/01/2015.	4,000.00	8,810.00
11/13/2015	PMT #2216016789.	-3,630.00	5,180.00
12/01/2015	INV #275. Due 12/01/2015.	4,000.00	9,180.00
12/16/2015	PMT #DLM16014505.	-3,750.00	5,430.00
01/01/2016	INV #276. Due 01/01/2016.	4,000.00	9,430.00
01/22/2016	PMT #DLM16014613.	-3,630.00	5,800.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	4,000.00	4,000.00	4,000.00	15,770.00	$27,770.00

DEPARTMENT OF
LAND MANAGEMENT
CLTC - Operations Fund
P.O. Box 2950
Hagatna, GU 96932

Statement

Date	5/3/2017

To:
Guam Racing Federation
976 Cross Island Road, Apt. C
Santa Rita, Guam 96915

Amount Due	Amount Enc.
$27,770.00	

Date	Transaction	Amount	Balance
02/01/2016	INV #277. Due 02/01/2016.	4,000.00	9,800.00
02/12/2016	PMT #2216049723.	-3,630.00	6,170.00
03/01/2016	INV #278. Due 03/01/2016.	4,000.00	10,170.00
03/28/2016	PMT #2216066199.	-3,510.00	6,660.00
04/01/2016	INV #279. Due 04/01/2016.	4,000.00	10,660.00
04/08/2016	PMT #2216071066.	-3,630.00	7,030.00
05/01/2016	INV #280. Due 05/01/2016.	4,000.00	11,030.00
05/06/2016	PMT #DLM16015106.	-3,630.00	7,400.00
06/01/2016	INV #281. Due 06/01/2016.	4,000.00	11,400.00
06/20/2016	PMT #2216098507.	-3,630.00	7,770.00
07/01/2016	INV #282. Due 07/01/2016.	4,000.00	11,770.00
07/07/2016	PMT #2216106415.	-4,000.00	7,770.00
07/14/2016	INV #441. Due 07/14/2016.	8,217.80	15,987.80
07/14/2016	PMT #2216109319,322,324.	-8,217.80	7,770.00
08/01/2016	INV #283. Due 08/01/2016.	4,000.00	11,770.00
08/05/2016	PMT #2216118822.	-4,000.00	7,770.00
09/01/2016	INV #386. Due 09/01/2016.	4,000.00	11,770.00
09/29/2016	PMT #2216141883.	-4,000.00	7,770.00
10/01/2016	INV #387. Due 10/01/2016.	4,000.00	11,770.00
11/01/2016	INV #391. Due 11/01/2016.	4,000.00	15,770.00
11/23/2016	PMT #2217020967.	-4,000.00	11,770.00
11/23/2016	PMT #2217020964.	-4,000.00	7,770.00
12/01/2016	INV #401. Due 12/01/2016.	4,000.00	11,770.00
01/01/2017	INV #419. Due 01/01/2017.	4,000.00	15,770.00
01/12/2017	PMT #DLM17015906.	-4,000.00	11,770.00
02/01/2017	INV #433. Due 02/01/2017.	4,000.00	15,770.00
03/01/2017	INV #447. Due 03/01/2017.	4,000.00	19,770.00
04/01/2017	INV #462. Due 04/01/2017.	4,000.00	23,770.00
05/01/2017	INV #483. Due 05/01/2017.	4,000.00	27,770.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	4,000.00	4,000.00	4,000.00	15,770.00	$27,770.00

08/23/17

GUAM RACING FEDERATION
Register QuickReport
June 1, 2016 through August 23, 2017

Type	Date	Num	Memo	Account	Clr	Split	Amount
Chamorro Land Trust Commission							
Check	06/20/16	3429	Jun (Make to Treasurer...	FHB Checking	X	Rent	-3,630.00
Check	07/12/16	3441	July (Make to Treasure...	FHB Checking	X	Rent	-4,000.00
Check	08/10/16	3458	Aug	FHB Checking	X	Rent	-4,000.00
Check	10/03/16	3462	SEPT (Make to Treasur...	FHB Checking	X	Rent	-4,000.00
Check	11/23/16	3471	OCT (Make to Treasur...	FHB Checking	X	Rent	-4,000.00
Check	11/23/16	3472	NOV (Make to Treasure...	FHB Checking	X	Rent	-4,000.00
Check	01/18/17	3476	DEC (Make to Treasure...	FHB Checking	X	Rent	-4,000.00
Check	05/04/17	3523	JAN (Make to Treasure...	FHB Checking	X	Rent	-4,000.00
Check	05/18/17	3512	Feb (Make to Treasurer...	FHB Checking	X	Rent	-4,000.00
Check	05/18/17	3524	March (Make to Treasu...	FHB Checking	X	Rent	-4,000.00
Check	05/18/17	3525	april (Make to Treasure...	FHB Checking	X	Rent	-4,000.00
Total Chamorro Land Trust Commission							-43,630.00
TOTAL							-43,630.00

Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax. 649-5383

Invoice

Date	Invoice #
7/1/2016	234

Bill To

Guam Racing Federation
976C Cross Island Road
Santa Rita. Guam 96915

Description	Amount
License Fee	4,000.00

NOTE:

1. Please make checks payable to the Treasurer of Guam.
2. Effective immediately, kindly remit all payments to:

Chamorro Land Trust Commission
590 S. Marine Corps Drive. 3rd Floor ITC Bldg.
Tamuning. Guam 96911

or mail to:
Chamorro Land Trust Commission
ATTN: Administrative Services Officer
P.O. Box 2950. Hagatna. Guam 96932

3. Indicate account number for deposit. as follow: 3624-54201 (Commercial Lease).

Total $4,000.00

Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax: 649-5383

Invoice

Date	Invoice #
5/1/2016	2308

Bill To

Guam Racing Federation
976C Cross Island Road
Santa Rita. Guam 96915

Description	Amount
License Fee	3.630.00

NOTE:

1. Please make checks payable to the Treasurer of Guam.
2. Effective immediately, kindly remit all payments to:

Chamorro Land Trust Commission
590 S. Marine Corps Drive, 3rd Floor ITC Bldg.
Tamuning, Guam 96911

or mail to:
Chamorro Land Trust Commission
ATTN: Administrative Services Officer
P.O. Box 2950, Hagatna, Guam 96932

3. Indicate account number for deposit, as follow: 3624-54201 (Commercial Lease).

Total $3.630.00

Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax: 649-5383

Invoice

Date	Invoice #
4/1/2016	2283

Bill To
Guam Racing Federation 976C Cross Island Road Santa Rita, Guam 96915

Description	Amount
License Fee	3,630.00

NOTE:

1. Please make checks payable to the Treasurer of Guam.
2. Effective immediately, kindly remit all payments to:

Chamorro Land Trust Commission
590 S. Marine Corps Drive, 3rd Floor ITC Bldg.
Tamuning, Guam 96911

or mail to:
Chamorro Land Trust Commission
ATTN: Administrative Services Officer
P.O. Box 2950, Hagatna, Guam 96932

3. Indicate account number for deposit, as follow: 3624-54201 (Commercial Lease).

Total $3,630.00

Chamorro Land Trust Commission

P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax: 649-5383

Invoice

Date	Invoice #
3/1/2016	2246

Bill To

Guam Racing Federation
976C Cross Island Road
Santa Rita, Guam 96915

Description	Amount
License Fee	~~3,630.00~~ 3510.00

NOTE:

1. Please make checks payable to the Treasurer of Guam.
2. Effective immediately, kindly remit all payments to:

Chamorro Land Trust Commission
590 S. Marine Corps Drive, 3rd Floor ITC Bldg.
Tamuning, Guam 96911

or mail to:
Chamorro Land Trust Commission
ATTN: Administrative Services Officer
P.O. Box 2950, Hagatna, Guam 96932

3. Indicate account number for deposit, as follow: 3624-54201 (Commercial Lease).

Total ~~$3,630.00~~ 3510.00

You have an overpayment of $120.00. JMF

Statement

Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax: 649-5383

2/1/2016

Guam Racing Federation 976C Cross Island Road Santa Rita, Guam 96915

PLEASE SETTLE THE OVERDUE BALANCE ON YOUR ACCOUNT IMMEDIATELY

			$3,510.00
12/15/2015	Balance forward		3,630.00
12/16/2015	PMT #3367.	-3,750.00	-120.00
12/31/2015	INV #2208 Jan 16.	3,630.00	3,510.00
01/22/2016	PMT #3358.	-3,630.00	-120.00
02/01/2016	INV #2222.	3,630.00	3,510.00

3,510.00	0.00	0.00	0.00	0.00	$3,510.00

For inquiries regarding your account, please contact, Mrs. Virginia Flores, Administrative Services Officer, @647-8500.
Remit payments to P.O. Box 2950 Hagatna, Guam, 96932; Indicate Account #3624-54201.

Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax: 649-5383

Invoice

Date	Invoice #
2/1/2016	2222

Bill To

Guam Racing Federation
976C Cross Island Road
Santa Rita, Guam 96915

Description	Amount
License Fee	3,630.00

NOTE:

1. Please make checks payable to the Treasurer of Guam.
2. Effective immediately, kindly remit all payments to:

Chamorro Land Trust Commission
590 S. Marine Corps Drive, 3rd Floor ITC Bldg.
Tamuning, Guam 96911

or mail to:
Chamorro Land Trust Commission
ATTN: Administrative Services Officer
P.O. Box 2950, Hagatna, Guam 96932

3. Indicate account number for deposit, as follow: 3624-54201 (Commercial Lease).

Total $3,630.00

Statement

Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax: 649-5383

Date
1/1/2016

To:
Guam Racing Federation 976C Cross Island Road Santa Rita, Guam 96915

PLEASE SETTLE THE OVERDUE BALANCE ON YOUR ACCOUNT IMMEDIATELY

Amount Due	Amount Enc.
S3,510.00	

Date	Transaction	Amount	Balance
11/29/2015	Balance forward		0.00
12/01/2015	INV #2189.	3,630.00	3,630.00
12/16/2015	PMT #3367.	-3,750.00	-120.00
01/01/2016	INV #2208.	3,630.00	3,510.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
3,510.00	0.00	0.00	0.00	0.00	S3,510.00

For inquiries regarding your account, please contact, Mrs. Virginia Flores, Administrative Services Officer, @647-8500.
Remit payments to P.O. Box 2950 Hagatna, Guam, 96932; Indicate Account #3624-54201.

Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax: 649-5383

Invoice

Date	Invoice #
1/1/2016	2208

Bill To

Guam Racing Federation
976C Cross Island Road
Santa Rita, Guam 96915

Description	Amount
License Fee	3,630.00

NOTE:

1. Please make checks payable to the Treasurer of Guam.
2. Effective immediately, kindly remit all payments to:

Chamorro Land Trust Commission
590 S. Marine Corps Drive, 3rd Floor ITC Bldg.
Tamuning, Guam 96911

or mail to:
Chamorro Land Trust Commission
ATTN: Administrative Services Officer
P.O. Box 2950, Hagatna, Guam 96932

3. Indicate account number for deposit, as follow: 3624-54201 (Commercial Lease).

Total $3,630.00

Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Guam, 96932
Phone: 649-5263x610
Fax: 649-5383

Invoice

Date	Invoice #
12/1/2015	2189

Bill To

Guam Racing Federation
976C Cross Island Road
Santa Rita. Guam 96915

Description	Amount
License Fee	3.630.00

NOTE:

1. Please make checks payable to the Treasurer of Guam.
2. Effective immediately. kindly remit all payments to:

Chamorro Land Trust Commission
590 S. Marine Corps Drive. 3rd Floor ITC Bldg.
Tamuning. Guam 96911

or mail to:
Chamorro Land Trust Commission
ATTN: Administrative Services Officer
P.O. Box 2950. Hagatna. Guam 96932

3. Indicate account number for deposit. as follow: 3624-54201 (Commercial Lease).

Total $3.630.00

Dipåttamenton Kontri ion yan Adu'ånå
DEPARTMENT OF
REVENUE AND TAXATION
GOVERNMENT OF GUAM Gubetnamenton Guåhan

EDDIE B.J. CALVO, Governor Maga'låhi
RAY TENORIO, Lt. Governor Tinente Gubetnadot
CYNTHIA D. MACHO, Director
Direktot
MARIE M. BENITO, Deputy Director
Sigundo Direktot

RECEIVED
OCT 18 2017
350 PM
DEPARTMENT OF REVENUE AND TAXATION
CLIFFORD J. GLUC

MB 10/18

EDUCATIONAL, RELIGIOUS AND ELEEMOSYNARY TAX EXEMPTION APPLICATION

Ross Morrison of

I, GUAM RUGBY FOOTBALL CLUB hereby submit this tax exemption affidavit in accordance with Title II, Guam Code Annotated, Chapter 24, §24401 (C) Exemptions.

PROPERTY TAX DESCRIPTION
Primary Identification Number: Lot No. 10057 Nels S DeDeDo.
Parcel Description: 12.09 acres (48,951 sq meters DeDeDo.
Usage: Community Rugby Sports facility

REAL PROPERTY TAX
RECEIVED
OCT 18 2017
GPAS 29
DEPT OF REV & TAX

OWNERSHIP RECORD
Name: Chamorro Land Trust Commission
Mailing Address: P.O Box 2950
Business Address: Hagatna Guam 96932.

Claim for educational, religious and eleemosynary tax exemption eligibility under *Title II, Chapter 24, Title 11, Guam Code Annotated, §24401 (c)*, exemption application must be filed with the assessor's office, in such information as the assessor shall prescribe on or before the *fifteenth (15th) day of March* for which the exemption is claimed.

Oath: I, the undersigned hereby submit the within exemption application for real property taxes, and certify under oath that the information contained in this application is true and correct to the best of my knowledge.

Applicant's Signature — DATE: oct 17 2017

App submitted with Annual report GRT statement 990 IRS Tax Exempt CLTC license Land survey

FOR OFFICE USE ONLY: [ ] APPROVED [ ] DISAPPROVED

PROCESSED BY — DATE

ADMINISTRATOR, PROPERTY TAX DIVISION — DATE

Dipåttamenton Kontri ion yan Adu'ånå
DEPARTMENT OF
REVENUE AND TAXATION
GOVERNMENT OF GUAM *Gubetnamenton Guåhan*

EDDIE BAZA CALVO, Governor / *Maga'låhi*
RAY TENORIO, Lt. Governor / *Tinente Gubetnadot*

JOHN P. CAMACHO, Director
Direktot

MARIE M. BENITO, Deputy Director
Segundo Direktot

BUSINESS PRIVILEGE TAX BRANCH
Annual Information Return for Tax Exempt Persons

For Year Ending Dec. 2016

Name of Person	Nature of Business
Guam Rugby Club, Inc.	Rugby Football Club
	Non-Profit Organization EIN 66-0524925

Required under §26110(c), Chapter 26, Article 1, Title 11 & §14102, Chapter 14, Title 18 of the Guam Code Annotated:

Source of Income	Basis of Exemption Authorized	Gross Receipts for the Year
Membership Dues	Section 26203 (d) Title 11 G.C.A	
Merchandise Sales	Section 501 (c) (3) Guam Territorial Income Tax Law	
Sponsorship		
Tournament Fund Raising		
(See attached Profit and Loss)		
Total		11,619.57

If any person was paid by the business or organization during the period for concession or for any kind of business transaction, please fill in the schedule provided hereunder.

Name of Person	Nature of Payment	Amount
(See attached expenses by Vendor Summary)	(See attached Profit & Loss)	
Total		23,903.99

DECLARATION: I declare, under penalty of perjury, that this return including any accompanying schedules or statements has been examined by me, and to the best of my knowledge and belief is a true, correct and complete return.

Signature RECEIVED | Treasurer (Title) | 10/11/2017 (Date)

IMPORTANT NOTICE: An annual information return must be filed with the Tax Commissioner not later than ninety (90) days following the close of the person's tax year. OCT 17 2017

Received by: Dept. of Rev & Tax BPTB 05 Date: _____

Approved by: _____ Date: _____

Post Office Box 23607, Guam Main Facility, Guam 96921 • Tel. / *Telifon*: (671) 635-7699 • Fax / *Faks*: (671) 633-2643

Guam Rugby Club, Inc.
Profit Loss
January through December 2016

	Actual Jan - Dec '15	Actual Jan - Dec '16
Income		
Membership Dues	660.00	1,205.00
Merchandise	245.00	291.00
Sponsorship	6,500.00	11,320.00
True Grit Tournament		
True Grit Expenses	-5,672.97	-4,924.20
True Grit Income	3,380.00	3,727.77
Total True Grit Tournament	-2,292.97	-1,196.43
Total Income	5,112.03	11,619.57
Expense		
Bank Service Charges	54.70	6.00
Depreciation Expense	4,456.91	4,195.97
Facilities Improvements		1,892.50
Field Maintenance	3,994.71	11,281.06
Kit Maintenance & Renewal		818.00
Liability Insurance		765.00
Postage and Delivery		178.00
Utilities - Fuel for Generator	2,421.20	796.71
Utilities - Water	479.38	3,970.75
Total Expense	11,406.90	23,903.99
Net Income	-6,294.87	-12,284.42

Dipåttamenton Kontrib[illegible]on yan Adu'ånå
DEPARTMENT OF
REVENUE AND TAXATION
GOVERNMENT OF GUAM *Gubetnamenton Guåhan*

EDDIE BAZA CALVO, Governor / *Maga'låhi*
[illegible]AY TENORIO, Lt. Governor / *Tiñente Gubetnadot*

JOHN P. CAMACHO, Director
Direktot

MARIE M. BENITO, Deputy Director
Segundo Direktot

BUSINESS PRIVILEGE TAX BRANCH

Annual Information Return for Tax Exempt Persons

For Year Ending Dec 2015

Name of Person	Nature of Business
Guam Rugby Club, Inc.	Rugby Football Club
	Non-Profit Organization EIN 66-0524925

Required under §26110(c), Chapter 26, Article 1, Title 11 & §14102, Chapter 14, Title 18 of the Guam Code Annotated:

Source of Income	Basis of Exemption Authorized	Gross Receipts for the Year
Membership Dues	Section 26203 (d) Title 11 G.C.A	
Merchandise Sales	Section 501 (c) (3) Guam Territorial Income Tax Law	
Sponsorship		
Tournament Fund Raising		
(See attached Profit and Loss)		
Total		5,112.03

If any person was paid by the business or organization during the period for concession or for any kind of business transaction, please fill in the schedule provided hereunder.

Name of Person	Nature of Payment	Amount
(See attached expenses by Vendor Summary)	(See attached Profit & Loss)	
Total		11,406.90

DECLARATION: I declare, under penalty of perjury, that this return including any accompanying schedules or statements has been examined by me, and to the best of my knowledge and belief is a true, correct and complete return.

Signature | Treasurer (Title) | 10/11/2017 (Date)

RECEIVED
OCT 17 2017
Dept. of Rev & Tax
BPTB 05

IMPORTANT NOTICE: An annual information return must be filed with the Tax Commissioner not later than ninety (90) days following the close of the person's tax year.

Received by: _____ Date: _____

Approved by: _____ Date: _____

Post Office Box 23607, Guam Main Facility, Guam 96921 • Tel. / *Telifon*: (671) 635-7699 • Fax / *Faks*: (671) 633-2643

Guam Rugby Club, Inc.
Profit Loss
January through December 2015

	Actual Jan - Dec '14	Actual Jan - Dec '15
Income		
Membership Dues	1,165.00	660.00
Merchandise	260.00	245.00
Sponsorship	15,000.00	6,500.00
Tournament Income	7,282.30	
True Grit Tournament		
True Grit Expenses	-12,535.62	-5,672.97
True Grit Income	10,302.00	3,380.00
Total True Grit Tournament	-2,233.62	-2,292.97
Total Income	21,473.68	5,112.03
Expense		
Bank Service Charges	19.12	54.70
Depreciation Expense	4,741.71	4,456.91
Facilities Improvements	6,074.83	
Field Maintenance	7,892.90	3,994.71
Kit Maintenance & Renewal	658.13	
Licenses and Permits	600.00	
Marketing and Advertising	144.00	
Postage and Delivery	193.50	
Utilities - Fuel for Generator	2,928.36	2,421.20
Utilities - Water	557.06	479.38
Total Expense	23,809.61	11,406.90
Net Income	-2,335.93	-6,294.87

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 19521 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

JOSEPH T. DUENAS
COMMISSIONER OF REVENUE AND TAXATION

#849

Doc. No. 34GL-17-1146 .

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
October 19, 2017

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

1. **FINDINGS:**
   a. CLTC proposed GEDA management fee be reduced from 14% to 10% because rent minimum is lawfully set at 10% percentage of fair market value; GEDA minimum rent is 7% of FMV
   b. GEDA board of directors, at their September 28, 2017 meeting, denied the reduced fee and kept it at 14%

2. **RECOMMENDATIONS:**
   a. Proceed with CLTC GEDA MOU with 14% management fee
   b. Issue proposal request for services

3. **EXHIBITS:**
   a. GEDA Email with September 28, 2017 management fee determination

Michael Borja

From: Larry Toves <ltoves@investguam.com>
Sent: Friday, October 13, 2017 11:18 AM
To: Michael Borja; jrojas@investguam.com
Cc: 'Mana Silva Taijeron'; LAND MGT DIRECTOR
Subject: RE: GEDA CLTC MOU (2nd Request)
Attachments: 10.03.2017 - MOA w CLTC Memo.pdf

Hafa Adai Director Borja. Our Administrator, Jay Rojas asked that I forward the attachment to you. Please note that the property management fee proposed and approved by GEDA Board at its last meeting is 14% and not 14.3% as indicated by hand writing in the attached board memo. Feel free to contact our office should you have any questions. Si Yu'us Ma'ase.

LARRY C. TOVES
Manager, Real Property Division

GUAM ECONOMIC DEVELOPMENT AUTHORITY
Moving forward

590 South Marine Corps Drive, Suite 511
Tamuning, GU 96913

T 671.647.4332
F 671.649.4146
E larry.toves@investguam.com
W investguam.com

From: Michael Borja [mailto:Michael.Borja@land.guam.gov]
Sent: Friday, October 13, 2017 8:30 AM
To: jrojas@investguam.com
Cc: Mana Silva Taijeron; Larry Toves; LAND MGT DIRECTOR; Michael Borja
Subject: RE: GEDA CLTC MOU (2nd Request)

Jay,

Please provide me with the GEDA board of directors approved amount for performing lease management functions for the Chamorro Land Trust Commission which is currently being negotiated for the memorandum of understanding between GEDA and CLTC.

MICHAEL J.B. BORJA
Director, Department of Land Management
Government of Guam
michael.borja@land.guam.gov
(671) 649-5381
Check Your Property On Guam Land App

From: Michael Borja
Sent: Wednesday, October 11, 2017 9:17 AM
To: jrojas@investguam.com
Cc: Mana Silva Taijeron <mstaijeron@investguam.com>; Larry Toves <ltoves@investguam.com>; LAND MGT DIRECTOR <LANDMGTDIRECTOR@land.guam.gov>; Michael Borja <Michael.Borja@land.guam.gov>
Subject: GEDA CLTC MOU

Hafa Adai Jay,

Please provide me with the GEDA board of directors approved amount for performing lease management functions for the Chamorro Land Trust Commission which is currently being negotiated for the memorandum of understanding between GEDA and CLTC.

Thanks,

MICHAEL J.B. BORJA
Director, Department of Land Management
Government of Guam
michael.borja@land.guam.gov
(671) 649-5381
Check Your Property On Guam Land App

EDDIE BAZA CALVO
Governor of Guam
I Maga'Lahen Guahan

RAY TENORIO
Lt. Governor of Guam
I Segundo Na Maga'lahen Guahan

GUAM ECONOMIC DEVELOPMENT AUTHORITY
Moving Forward

Aturidåd Inadilånton Ikunumihan Guahan

JAY ROJAS
Administrator
Adminastradot

MANA SILVA TAIJERON
Deputy Administrator
Sigundo Na Adminastradot

September 28, 2017

To: GEDA Board of Directors

From: Administrator

RE: MOA with the Chamorro Land Trust Commission

BACKGROUND:
GEDA and the Chamorro Land Trust Commission executed a Memorandum of Agreement as approved by the GEDA Board and the Governor in 2013. The agreement allowed GEDA to manage CLTC commercial leases among other responsibilities and be paid 14% from lease rents. The agreement had a three year term with options to renew. During the term of the MOA, GEDA spent resources in analyzing CLTC leases, evaluating OPA recommendations to improve CLTC operations, and drafting CLTC rules and regulations which eventually became law. Adoption of the rules and regulations resulted in the lifting of the CLTC and Legislature-imposed moratorium on new commercial leases. For these services, GEDA did not receive any revenues since the services did not result in a lease. Also during the term, GEDA publicized a Request for Proposals and negotiated a lease of CLTC property in Yigo which did not result in an approved lease due to action by the Legislature. No payment was received for these services as well. The term of the MOA has expired and although GEDA attempted on numerous occasions to extend the agreement prior to its expiration, CLTC did not act. On September 21, 2017, CLTC requested GEDA attendance at its board meeting where it announced that CLTC desired changes to the MOA, particularly by eliminating relatively routine tasks but reducing GEDA's management fee from 14% to 10% of lease rents.

ANALYSIS:
CLTC wants to remove the following services previously provided by GEDA in the original MOA:

- Invoicing, collection of rent and remittance to GEDA of its share, which would be performed by CLTC staff;
- Preparation of rules and regulations since this has been completed; and
- Analysis of the cost of infrastructure needed to serve CLTC residential properties and the revenues from commercial leases needed to pay these costs.

In the CLTC meeting however, it was determined that CLTC cannot remit payments as it pays its bills through the Department of Administration. Therefore, invoicing and collection of rent would remain with GEDA except that lessees would be required to remit two payments, one to CLTC and one to GEDA for their respective shares. In our view, the responsibilities that GEDA would continue to perform under the MOA, including soliciting prospective lessees, negotiations and lease management are the more complex responsibilities that justify the 14% fee. CLTC confirmed that its staff cannot perform these complex tasks. Removal of relatively routine responsibilities has a negligible impact on the fee.

590 S. Marine Corps, Dr Suite 511 ITC Building
Tamuning, GUAM 96913

T 671.647.4332 F 671.649 4146
www.investguam.com

In addition, GEDA was advised that even though rules and regulations have been adopted, CLTC is required to adhere to Public Law 32-40 which requires preparation of a determination of need for leases longer than 5 years and public and legislative notification. Legislative approval of long term commercial leases is still required which gives rise to additional risk that GEDA might not receive payment, similar to what occurred with the Yigo property.

GEDA was also advised that CLTC rules mandate that a higher capitalization rate be charged for all CLTC leases. For GEDA Industrial Park and Guam Ancestral Land Commission leases, GEDA negotiated lease rents between 7% to 10% of Fair Market Value and with GALC leases, GEDA receives 14.3% of total rent payments. CLTC rules mandate a capitalization rate of no less than 10% of Fair Market Value. Since the rules mandate a floor of 10% of Fair Market Value, total rent would increase. Since total rent would increase, CLTC believes GEDA's share of total rent should be reduced to 10% rather than 14% of total rent. GEDA staff believe that the amount of work and the potential risks of not receiving payment require a higher not lower share of total rents.

RECOMMENDATION:

After much discussion, the Board of Directors authorized the Administrator to advise CLTC that the 14% fee remain until such time as GEDA recovers its initial costs. Thereafter, the fee will be ~~reduced~~ to 10%. 14.3%

(✓) Approved

( ) Disapproved

EDWARD J. CALVO
Chairman of the Board

590 S. Marine Corps. Dr. Suite 511 ITC Building
Tamuning, GUAM 96913

T 671.647 4332 F 671.649 4146
www.investguam.com

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting
October 19, 2017

Black Construction Corporation Request to Use Lot 10148-R8, Dededo For Route 3 Construction Staging Area

1. **FINDINGS:**
   - **a.** Black Construction Corporation (BCC) September 14, 2017, letter requests use of 3.5 acre (14,000 square meters) portion of Lot 10148-R8, Dededo
     1) BCC awarded contract to widen Route 3 from Ysengsong Road to Potts Junction
     2) Land needed for temporary field offices and material storage area
     3) Period needed: November 2017 to April 2020
   - **b.** Lot 10148-R8 Dededo as described in Subdivision Master Plan of Lot 10148 sketch is 435,513 square meters
     1) Also identified as Lot 10148-R7 on Subdivision Master Plan M05-3, Instr. No. 880805
     2) Property is unregistered
     3) Some CLTC leases issued and some squatters also on land
     4) GWA water facility also on property
   - **c.** Previous licenses issued for similar use on other CLTC licenses
     1) User not charged for use but required to clear land and erect fencing to prevent trespassing and dumping
     2) Justified use in accordance with 21GCA Ch 75, Section 75107(c)(1): "other improvements for public purposes"

2. **RECOMMENDATIONS:**
   - **a.** Authorize BCC to use 3.5 acre portion of Lot 10148-R8 for 30 months with the following conditions
     1) Clear property needed and remove all debris and refuse
     2) Permanently fence entire area
     3) Comply with all regulatory requirements, especially environmental requirements
     4) When complete, remove all material and restore property in a pristine condition
     5) When complete, ensure fencing remains in good working condition

3. **EXHIBITS:**
   - **a.** BCC letter and sketch for land use

DEPARTMENT OF LAND MANAGEMENT
RECEIVED
SEP 14 2017
258
CLTC/GALC/GLUC

MB 9/14

September 14, 2017

Department of Land Management
ITC Building Suite 733
590 S. Marine Corps Drive
Tamuning, Guam 96913

ATTENTION: Mr. Michael J.B. Borja
Director- Department of Land Management

RE : Request to Use a Portion of Lot for Route 3 Widening Project

We would like to request from your good office to utilize a 5 acre lot within Lot 10148-R8 for Route 3 Road Widening Federal Highway project. We intend to use the lot for BCC's temporary field offices and construction material storage area.

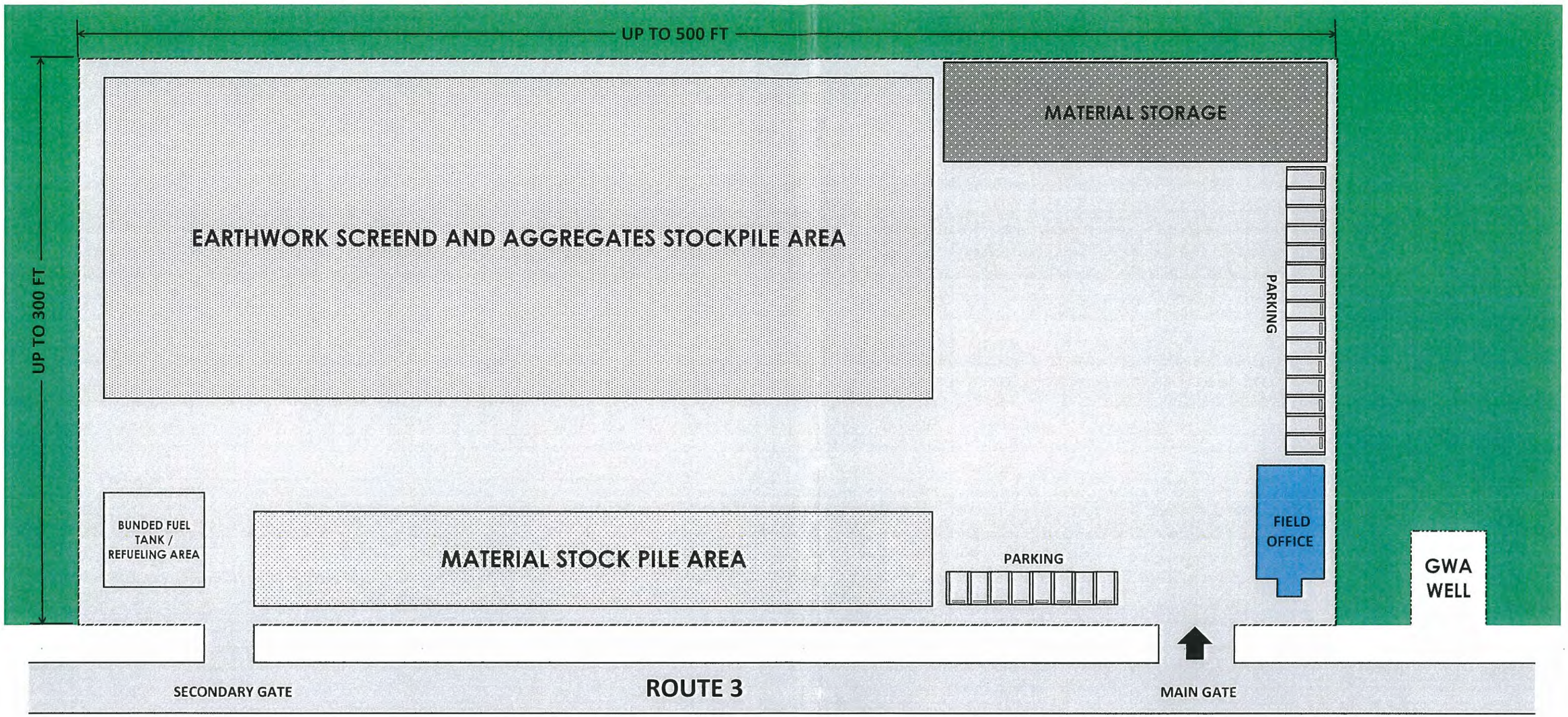
Thank you for your time and consideration.

Sincerely,

Black Construction Corporation

Wilfredo G. Diwa
Project Manager

cc: Don McCann- BCC VP for Operations
Jess Garcia- BCC



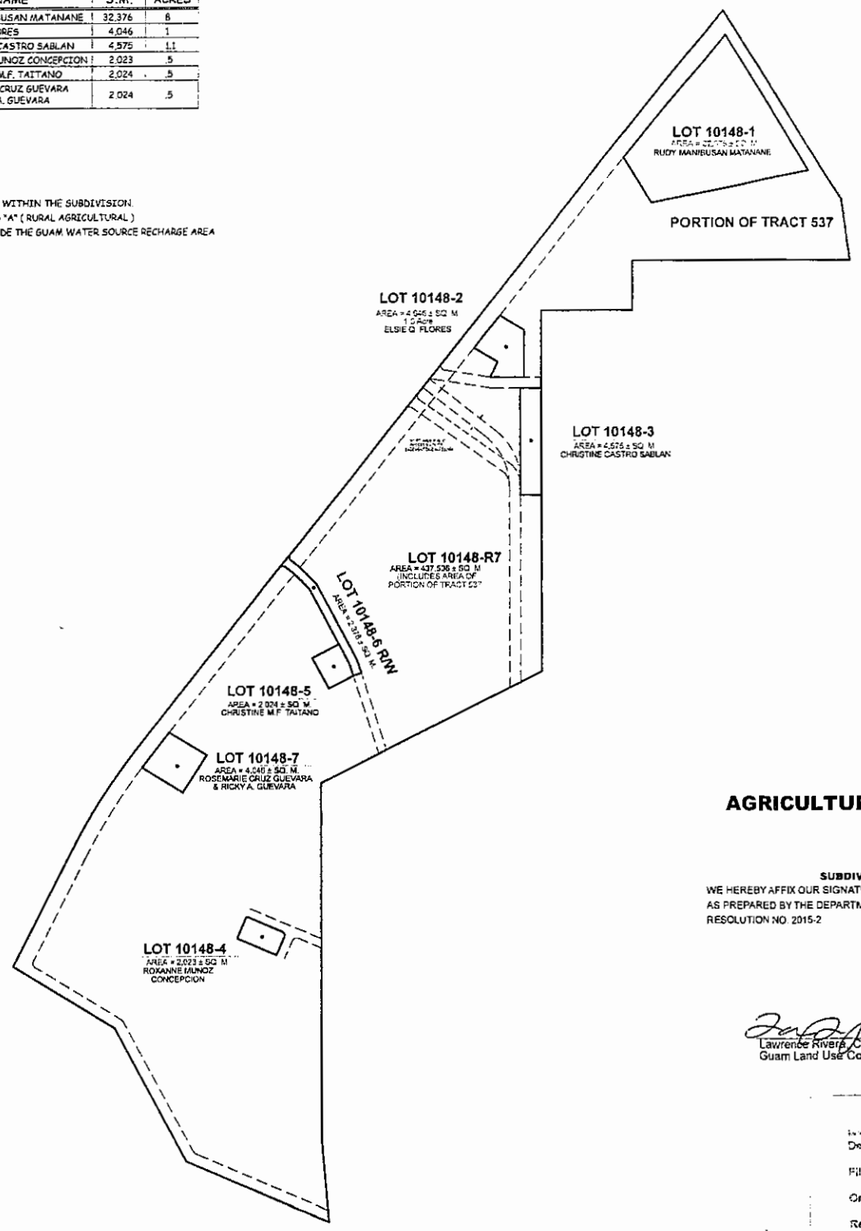
ROUTE 3 WIDENING FROM ROUTE 28 TO CHALAN KARETA

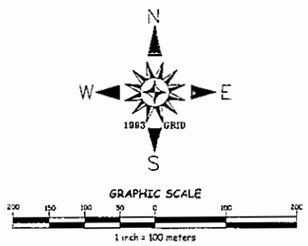
FIELD OFFICES AND MATERIAL STORAGE COMPOUND LAYOUT

ABSTRACT OF LESSEES			
LOT	NAME	S.M.	ACRES
10148-1	RUDY MANIBUSAN MATANANE	32,376	8
10148-2	ELSIE Q. FLORES	4,046	1
10148-3	CHRISTINE CASTRO SABLAN	4,575	1.1
10148-4	ROXANNE MUNOZ CONCEPCION	2,023	.5
10148-5	CHRISTINE M.F. TAITANO	2,024	.5
10148-7	ROSEMARIE CRUZ GUEVARA & RICKY A. GUEVARA	2,024	.5

NOTES:

1. WATER AND POWER ARE WITHIN THE SUBDIVISION.
2. SUBJECT LOT IS ZONED "A" (RURAL AGRICULTURAL)
3. SUBJECT LOT IS OUTSIDE THE GUAM WATER SOURCE RECHARGE AREA





AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 10148

MUNICIPALITY OF DEDEDO

SUBDIVISION MASTER PLAN NO. 2015-__MDS-3__

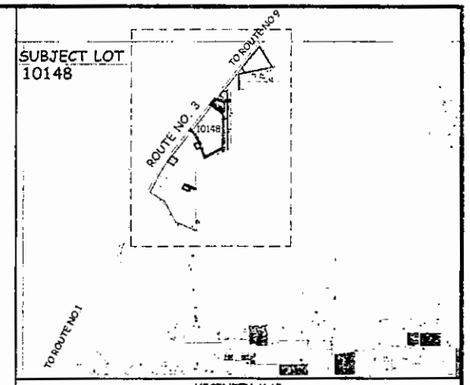
WE HEREBY AFFIX OUR SIGNATURE OF APPROVAL OF THIS AGRICULTURAL SUBDIVISION MASTER PLAN MAP AS PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT PURSUANT TO GUAM LAND USE COMMISSION RESOLUTION NO. 2015-2

7-17-15
Lawrence Rivera, Chairman Date
Guam Land Use Commission

7/17/15
David J. Mantanane, Chairman Date
Chamorro Land Trust Commission

Recordation Block

Land of Guam, Government of Guam
Department of Land Management Officer of the Recorder
File for Record is Instrument No. 880805
On this Year 15 Month 07 Day 22 Time 1:41
Recording Fee DE-OFFICIO Receipt No.
Deputy Recorder LISA M. QUITANO



VICINITY MAP
NOT TO SCALE

SPECIAL NOTES:

1. THIS PLAT WAS PREPARED FOR THE USE OF THE DEPARTMENT OF LAND MANAGEMENT, CHAMORRO LAND TRUST COMMISSION AND THE DEPARTMENT OF REVENUE AND TAXATION.
2. THIS SUBDIVISION WAS PREPARED FROM RECORD DATA SOLELY, NO SURVEY FIELD WORK WAS UNDERTAKEN TO PREPARE THIS PLAT
3. THIS PLAT IS TO BE USED FOR PLANNING AND REAL PROPERTY ASSESSMENT PER SECTION 75108 FOR LOCATION PURPOSES ONLY. BUT IS NOT SURVEY ACCURATE

   SECTION 75108 CONDITION IN LEASES:
   (f) THE LESSEE SHALL PAY ALL TAXES ASSESSED UPON THE TRACT AND IMPROVEMENTS THEREON.
4. PROPERTY DATA, INCLUDING LOT NUMBERS AND CONFIGURATIONS ARE SUBJECT TO CHANGES OR REVISIONS UPON DETERMINATION OF TOPOGRAPHIC AND NATURAL OR MANMADE CONSTRAINTS.
5. THIS PLAT WAS PREPARED PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 75 CHAMORRO LAND TRUST COMMISSION SECTION 75103(d) AND (e).
   (d) THE COMMISSION IS AUTHORIZED TO CARRY ON ANY ACTIVITIES IT DEEMS NECESSARY TO ASSIST LESSEES IN OBTAINING MAXIMUM UTILIZATION OF LEASED LANDS, INCLUDING ANY STEPS NECESSARY TO DEVELOP THESE LANDS FOR THEIR HIGHEST AND BEST USE COMMENSURATE WITH THE PURPOSE FOR WHICH THE LAND IS BEING LEASED AS PROVIDED FOR IN SECTION 75107 AND ASSISTING LESSEES IN ALL PHASES OF FARMING AND RANCHING OPERATIONS AND THE MARKETING OF THEIR AGRICULTURAL PRODUCE AND LIVESTOCK.
   (e) THE COMMISSION MAY DESIGNATE AND PLAN SUBDIVISIONS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 62 OF THIS TITLE 21 GCA, ON AVAILABLE LANDS IN ADJACENT TO, OR NEAR ANY VILLAGE

REFERENCE:

1. DWG. NO. T4-82T185, LM. NO. 281 FY82, LAND REGISTRATION SURVEY MAP OF LOT 10148, PREPARED BY DEPARTMENT OF LAND MANAGEMENT, DOC NO. 358911.

REVIEWED BY:
LAND ADMINISTRATOR

MARGARITA V. BORJA
LAND MANAGEMENT ADMINISTRATOR
7-17-15
DATE

GUAM CHIEF PLANNER

MARVIN Q. AGUILAR
GUAM CHIEF PLANNER
7-17-15
DATE

CHIEF OF CADASTRE/GUAM CHIEF SURVEYOR

PAUL L. SANTOS
PROFESSIONAL LAND SURVEYOR NO. 68
7-17-15
DATE

KUMISION INANGOKKON TANO' CHAMORU
CHAMORRO LAND TRUST COMMISSION

AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 10148

LAND SQUARE 5 MUNICIPALITY OF DEDEDO SECTION 3

SURVEY DATA			BASIC LOT DATA	
JOB NO. 2213-11-14	DATE		LOT 10148	
COMPUTED BY	SURVEY	OCT.-DEC. '14	CERTIFICATE OF TITLE NO	N/A
DRAWN BY	SURVEY	JAN.-MAR. '15	REGISTERED ON	UNREGISTERED
RESEARCHED BY	SURVEY	OCT.-DEC. '14	ESTATE NO	N/A
FIELD BY	N/A	N/A	IN THE NAME OF	
REVIEWED BY	PLS	APRIL, 2015		
SCALE IS IN METRIC SYSTEM AS SHOWN			GOVERNMENT OF GUAM	
SHEET 1 OF 1				
DWG NO. 2213-11-14				
GRID:				

GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN

DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'

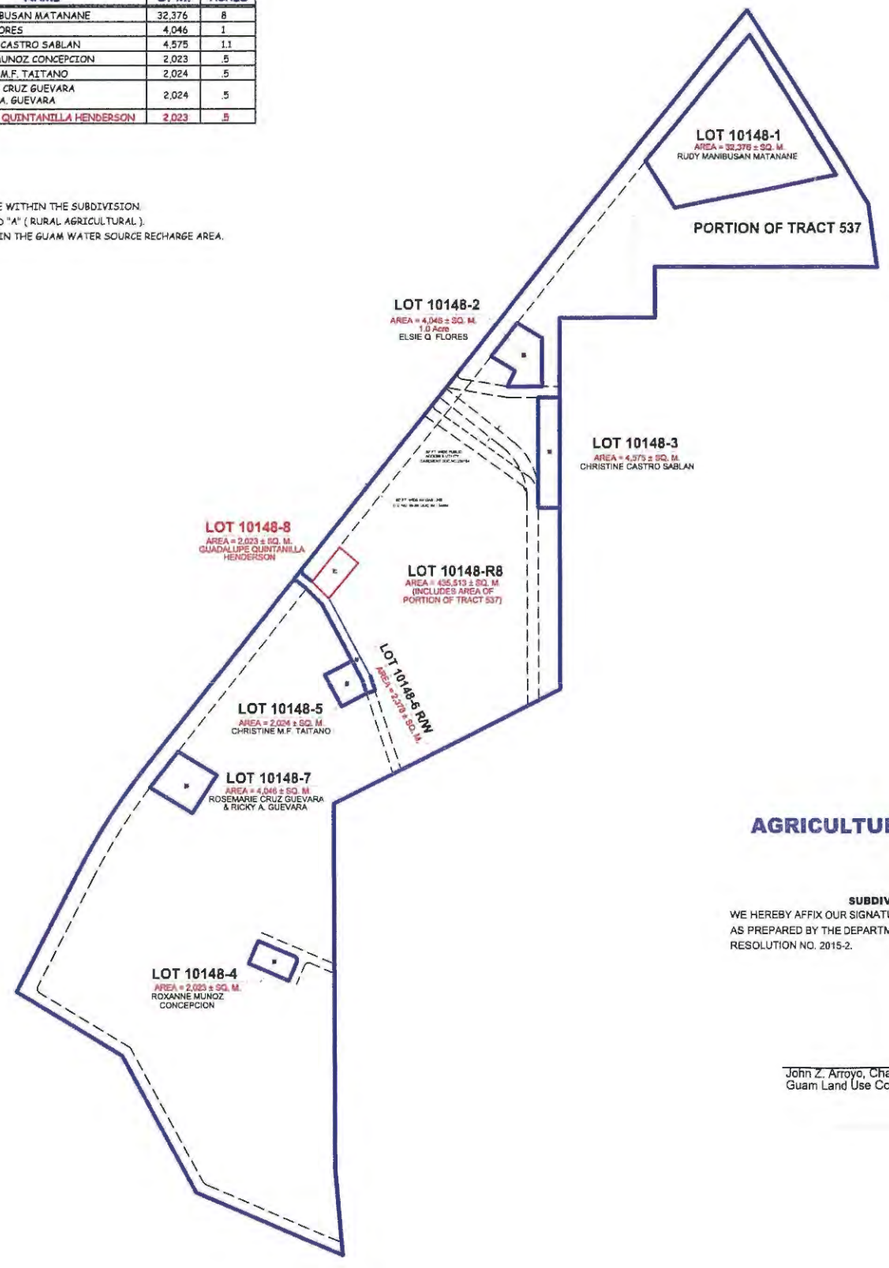
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

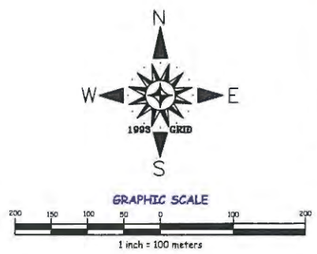

LOT 10148-R8
LOT 10148-R8

ABSTRACT OF LESSEES			
LOT	NAME	S. M.	ACRES
10148-1	RUDY MANIBUSAN MATANANE	32,376	8
10148-2	ELSIE Q. FLORES	4,046	1
10148-3	CHRISTINE CASTRO SABLAN	4,575	1.1
10148-4	ROXANNE MUNOZ CONCEPCION	2,023	.5
10148-5	CHRISTINE M.F. TAITANO	2,024	.5
10148-7	ROSEMARIE CRUZ GUEVARA & RICKY A. GUEVARA	2,024	.5
10148-8	GUADALUPE QUINTANILLA HENDERSON	2,023	.5

NOTES:

1. WATER AND POWER ARE WITHIN THE SUBDIVISION.
2. SUBJECT LOT IS ZONED "A" (RURAL AGRICULTURAL).
3. SUBJECT LOT IS WITHIN THE GUAM WATER SOURCE RECHARGE AREA.





AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 10148
MUNICIPALITY OF DEDEDO

SUBDIVISION MASTER PLAN NO. 2015 - M05 - 3

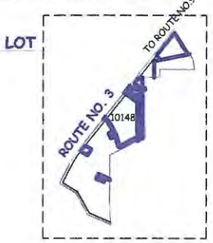
WE HEREBY AFFIX OUR SIGNATURE OF APPROVAL OF THIS AGRICULTURAL SUBDIVISION MASTER PLAN MAP AS PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT PURSUANT TO GUAM LAND USE COMMISSION RESOLUTION NO. 2015-2.

John Z. Arroyo, Chairman Date
Guam Land Use Commission

Joseph I. Cruz, Vice Chairman Date
Chamorro Land Trust Commission

Recordation Block

SUBJECT LOT
10148



C:\Users\albert.pascua.GUAM\Desktop\CLTC_140723\140723 CLTC TIFFs\140723 CLTC Map review V1_2

VICINITY MAP
NOT TO SCALE

SPECIAL NOTES:

1. THIS PLAT WAS PREPARED FOR THE USE OF THE DEPARTMENT OF LAND MANAGEMENT, CHAMORRO LAND TRUST COMMISSION AND THE DEPARTMENT OF REVENUE AND TAXATION.
2. THIS SUBDIVISION WAS PREPARED FROM RECORD DATA SOLELY, NO SURVEY FIELD WORK WAS UNDERTAKEN TO PREPARE THIS PLAT.
3. THIS PLAT IS TO BE USED FOR PLANNING AND REAL PROPERTY ASSESSMENT PER SECTION 75108 FOR LOCATION PURPOSES ONLY, BUT IS NOT SURVEY ACCURATE
   SECTION 75108 CONDITION IN LEASES:
   (f) THE LESSEE SHALL PAY ALL TAXES ASSESSED UPON THE TRACT AND IMPROVEMENTS THEREON.
4. PROPERTY DATA, INCLUDING LOT NUMBERS AND CONFIGURATIONS ARE SUBJECT TO CHANGES OR REVISIONS UPON DETERMINATION OF TOPOGRAPHIC AND NATURAL OR MANMADE CONSTRAINTS.
5. THIS PLAT WAS PREPARED PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 75 CHAMORRO LAND TRUST COMMISSION SECTION 75103(d) AND (e).
   (d) THE COMMISSION IS AUTHORIZED TO CARRY ON ANY ACTIVITIES IT DEEMS NECESSARY TO ASSIST LESSEES IN OBTAINING MAXIMUM UTILIZATION OF LEASED LANDS, INCLUDING ANY STEPS NECESSARY TO DEVELOP THESE LANDS FOR THEIR HIGHEST AND BEST USE COMMENSURATE WITH THE PURPOSE FOR WHICH THE LAND IS BEING LEASED AS PROVIDED FOR IN SECTION 75107AND ASSISTING LESSEES IN ALL PHASES OF FARMING AND RANCHING OPERATIONS AND THE MARKETING OF THEIR AGRICULTURAL PRODUCE AND LIVESTOCK.
   (e) THE COMMISSION MAY DESIGNATE AND PLAN SUBDIVISIONS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 62 OF THIS TITLE 21 GCA, ON AVAILABLE LANDS IN, ADJACENT TO, OR NEAR ANY VILLAGE.
6. THIS PLAT SUPERSEDES PLAT FILED UNDER DOCUMENT NO. 880805

REFERENCE:

1. DWG. NO. I4-82T185, LM. NO. 281 FY82, LAND REGISTRATION SURVEY MAP OF LOT 10148, PREPARED BY DEPARTMENT OF LAND MANAGEMENT, DOC. NO. 358911.

REVIEWED BY:
LAND ADMINISTRATOR

MARGARITA V. BORJA — DATE
LAND MANAGEMENT ADMINISTRATOR

GUAM CHIEF PLANNER

MARVIN Q. AGUILAR — DATE
GUAM CHIEF PLANNER

CHIEF OF CADASTRE/GUAM CHIEF SURVEYOR

PAUL L. SANTOS — DATE
PROFESSIONAL LAND SURVEYOR NO. 68

KUMISION INANGOKKON TANO' CHAMORU
CHAMORRO LAND TRUST COMMISSION

AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 10148
LAND SQUARE 5 — MUNICIPALITY OF DEDEDO — SECTION 3

SURVEY DATA			BASIC LOT DATA	
JOB NO.2213-11-14		DATE	LOT	10148
COMPUTED BY	SURVEY	OCT.-DEC. '14	CERTIFICATE OF TITLE NO.	N/A
DRAWN BY	SURVEY	JAN.-MAR. '15	REGISTERED ON:	UNREGISTERED
RESEARCHED BY	SURVEY	OCT.-DEC. '14	ESTATE NO.	N/A
FIELD BY	-N/A-	-N/A-	IN THE NAME OF :	
REVIEWED BY	PLS	APRIL, 2015		
SCALE IS IN METRIC SYSTEM AS SHOWN			GOVERNMENT OF GUAM	
SHEET 1 OF 1				
DWG. NO. 2213-11-14				
GRID:				

GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

CHAMORRO LAND TRUST COMMISSION
Board of Commissioners Meeting

JACOB WAYNE & VANESSA MARIE I. IGNACIO – REQUEST FOR LOAN GUARANTEE

...ndum recorded

BLACK CONSTRUCTION CORPORATION

MS 9/14

DEPARTMENT OF LAND MANAGEMENT
RECEIVED
SEP 14 2017
258
CLTC/GALC/GLUC

September 14, 2017

Department of Land Management
ITC Building Suite 733
590 S. Marine Corps Drive
Tamuning, Guam 96913

ATTENTION: Mr. Michael J.B. Borja
Director- Department of Land Management

RE : Request to Use a Portion of Lot for Route 3 Widening Project

We would like to request from your good office to utilize a 5 acre lot within Lot 10148-R8 for Route 3 Road Widening Federal Highway project. We intend to use the lot for BCC's temporary field offices and construction material storage area.

Thank you for your time and consideration.

Sincerely,

Black Construction Corporation

Wilfredo G. Diwa
Project Manager

cc: Don McCann- BCC VP for Operations
Jess Garcia- BCC

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1/19/17
meeti
1

GUAM HOUSING CORPORATION

August 31, 2017

Vanessa M. Ibanez-Ignacio
Jacob W. Ignacio
P.O. Box 22294
Barrigada, Guam 96921

Dear Mrs. Ibanez-Ignacio and Mr. Ignacio

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

Program:	**Direct Loan Program (4.625%)**
Purpose:	**Construction**
Loan Amount:	**$150,000.00**
Term:	**30 years**
Closing Fee:	**$11,987.96**
Down Payment:	----------

Conditions:
1. Pending PTR Report with clear Title
2. Pending Appraisal Report with adequate value
3. Submit Loan Guaranty from Chamorro Land Trust Commission
4. Submit required Construction Documents
5. Show proof of Closing Cost (Latest Bank Statement)

The pre-approval loan constitutes a commitment by Guam Housing Corporation to fund your construction contract with the above conditions. Proof of compliance with these conditions shall be submitted within two weeks from the pre-approval date, which will expire on July 24, 2017.

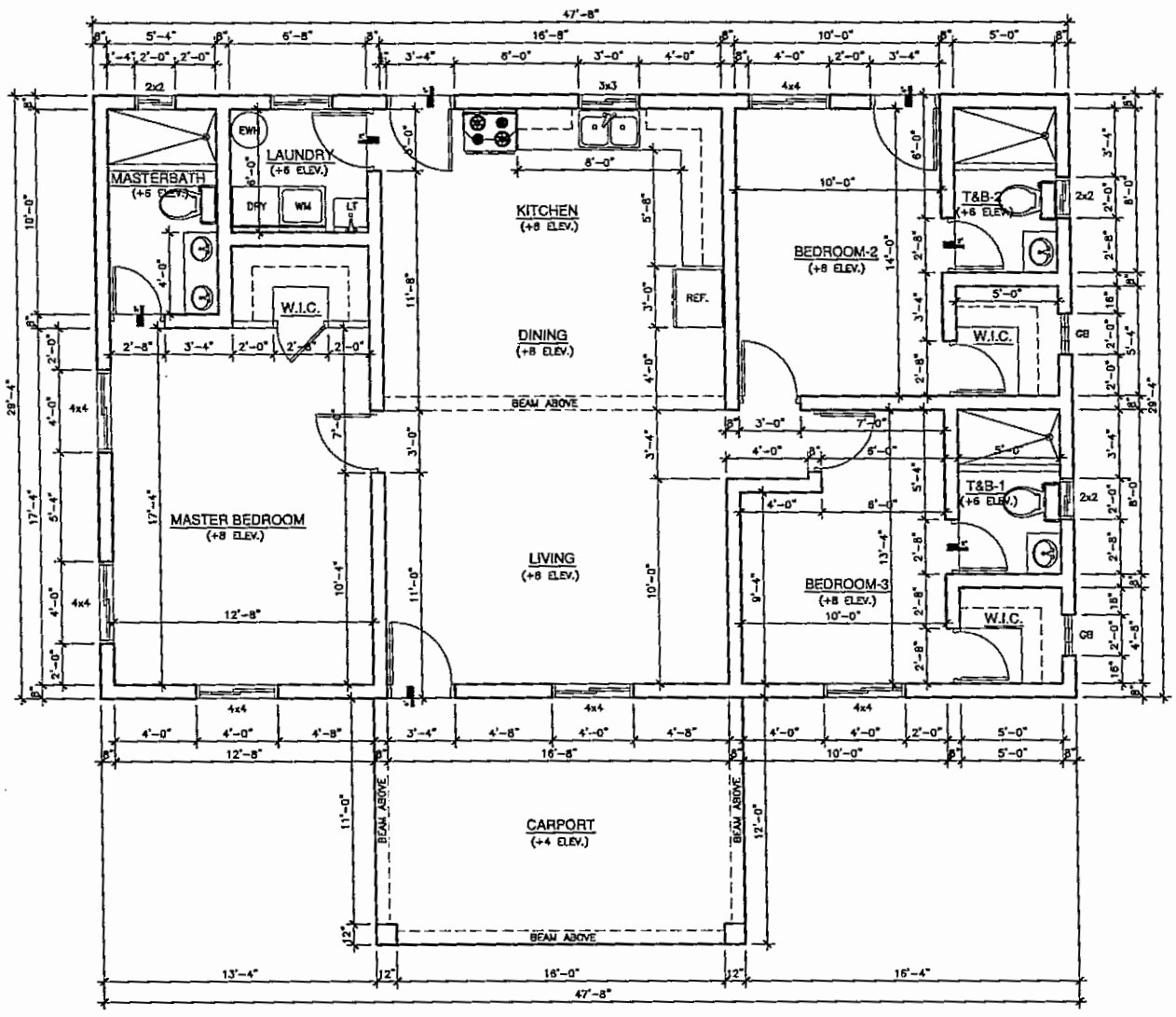
Should you have any questions or require additional information, please call your Loan Officer at 647-4143.

Sincerely,

8/31/17

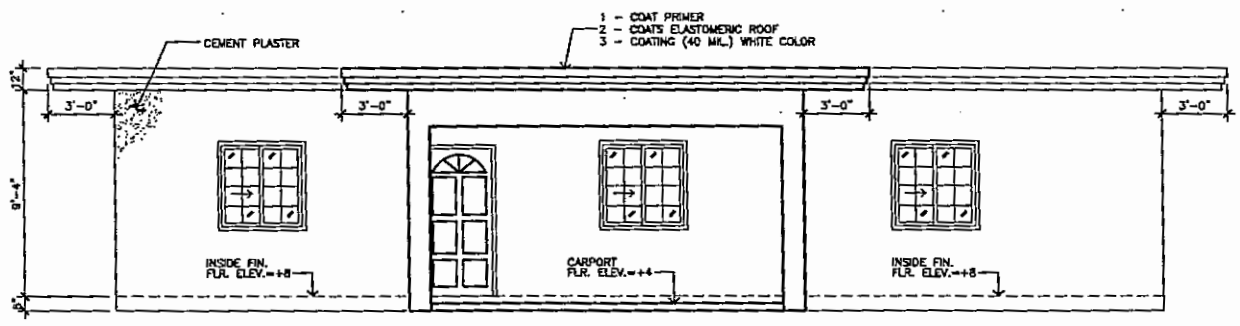
CHRISTOPHER M. DUENAS
President

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



Vanessa Ignacio	10/13/17
LIVING	= 1,398 SF
CARPORT	= 216 SF
TOTAL AREA	= 1,614 SF

1 / A-1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 / A-2 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

GUAM HOUSING CORPORATION
P.O. Box 3457, Hagåtña, Guam 96932
Kotporasion Ginima' Guåhan

August 10, 2017

Bryan R. E. Mendiola
Brittany N. R. Mendiola
P.O. Box 11581
Yigo, Guam 96929

Dear Mr. and Mrs. Mendiola

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

Program:	**Direct Loan Program (4.79%)**
Purpose:	**Construction**
Loan Amount:	**$150,000.00**
Term:	**30 years**
Closing Fee:	**$12,117.96**
Down Payment:	----------

Conditions:
1. Submit Loan Guaranty from Chamorro Land Trust Commission
2. Pending PTR Report with clear Title
3. Pending Appraisal Report with adequate value
4. Submit required Construction Documents
5. Show proof of Closing Cost (Latest Bank Statement)

The pre-approval loan constitutes a commitment by Guam Housing Corporation to fund your construction contract with the above conditions. Proof of compliance with these conditions shall be submitted within two weeks from the pre-approval date, which will expire on July 24, 2017.

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

Sincerely,

CHRISTOPHER M. DUENAS
President

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

CHAMORRO LAND TRUST
Board of Commissioners Meeting
October 19, 2017

BRYAN ROSS EVANGELISTA MENDIOLA- REQUEST FOR LOAN GUARANTY IN THE AMOUNT OF $150,000.00

1. **FACTS:**

a. **Location**: The subject Lot is in the Municipality of Yigo, Lot 3, Block 11, Tract 10121
b. **Field Description**: Flat
c. **Water and Power** is available

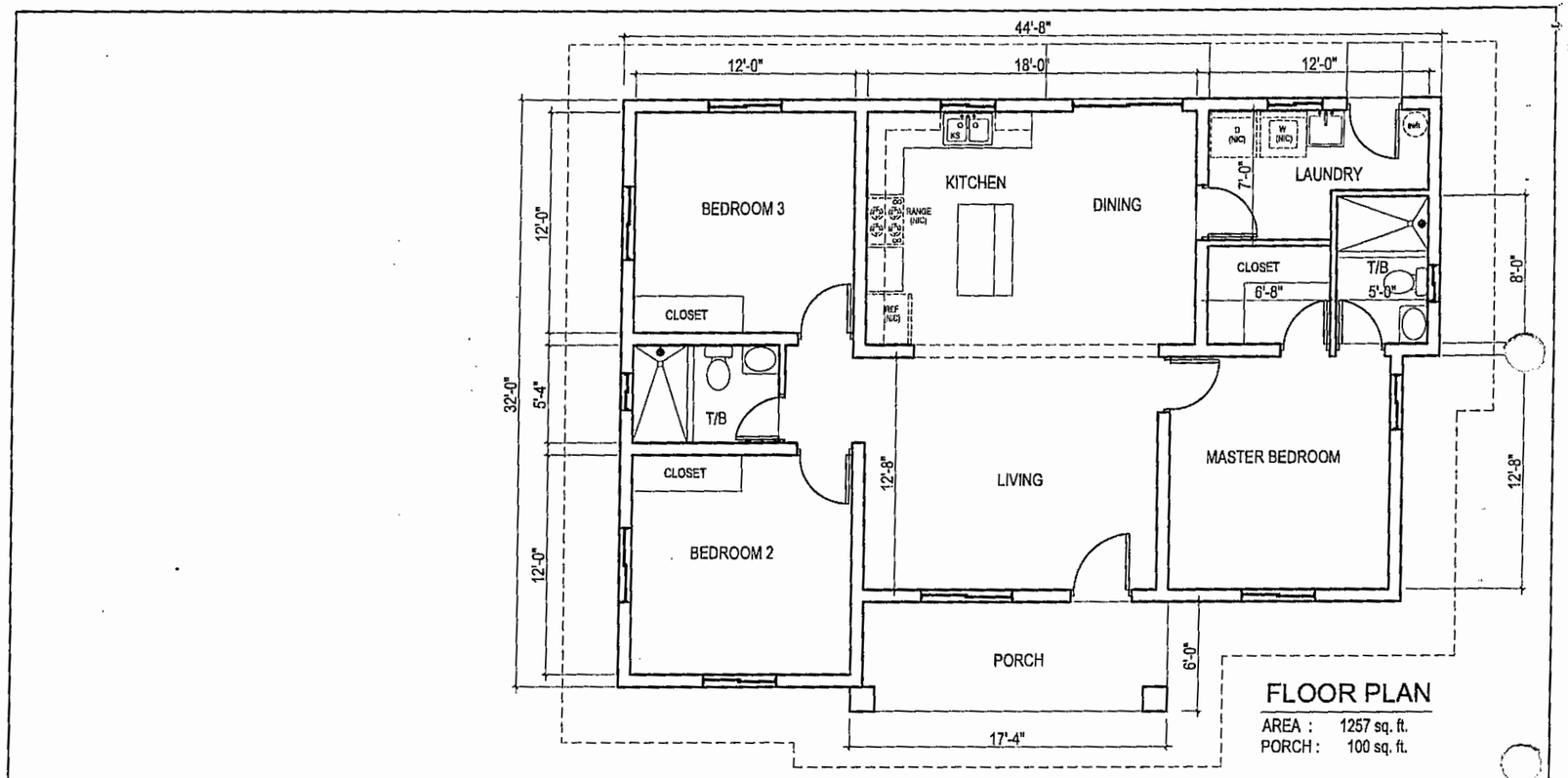
2. **CHRONOLOGICAL FACTS:**

   a. **Application Date and Time:** December 2, 1995, 1:04 pm numerical designation 000443
   b. May 14, 2017 Applicant recorded his Addendum under Document No. 907278.
   c. August 10, 2017 Guam Housing Corporation Pre-Approved a loan in the amount of One Hundred Fifty Thousand Dollars $150,000.00
   d. A copy of a Building and Construction Contract and floor plan is attached from Far East Construction, License No. 7466.

3. **Recommendations:** Bryan Ross Evangelista Mendiola has been pre-approved by Guam Housing Corporation in the amount of $150,000.00to construct a home on his leased Chamorro Land Trust property, without this approval of his loan guarantee request Guam Housing Corporation will not be able to finalize the loan. We therefore recommend approval of his loan guarantee in the amount of One Hundred Fifty Thousand Dollars $150,000.00

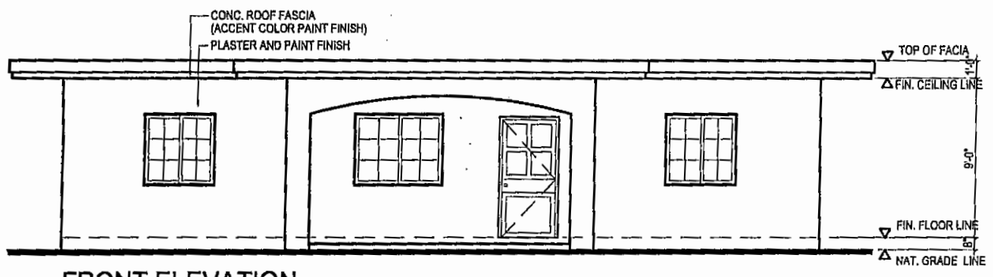
Attachments: Guam Housing Approval letter
Construction Contract (Far East Construction, License No. 7466)
Floor Plans

Approved 10/19/17 meeting



FLOOR PLAN

AREA : 1257 sq. ft.
PORCH : 100 sq. ft.



FRONT ELEVATION

PROJECT TITLE: PROPOSED 3-BEDROOM RESIDENCE		
LOCATION: LOT NO.3, BLK 11, TRACT 10121 YIGO, GUAM	OWNER: BRYAN MENDIOLA	DWG NO. A-1

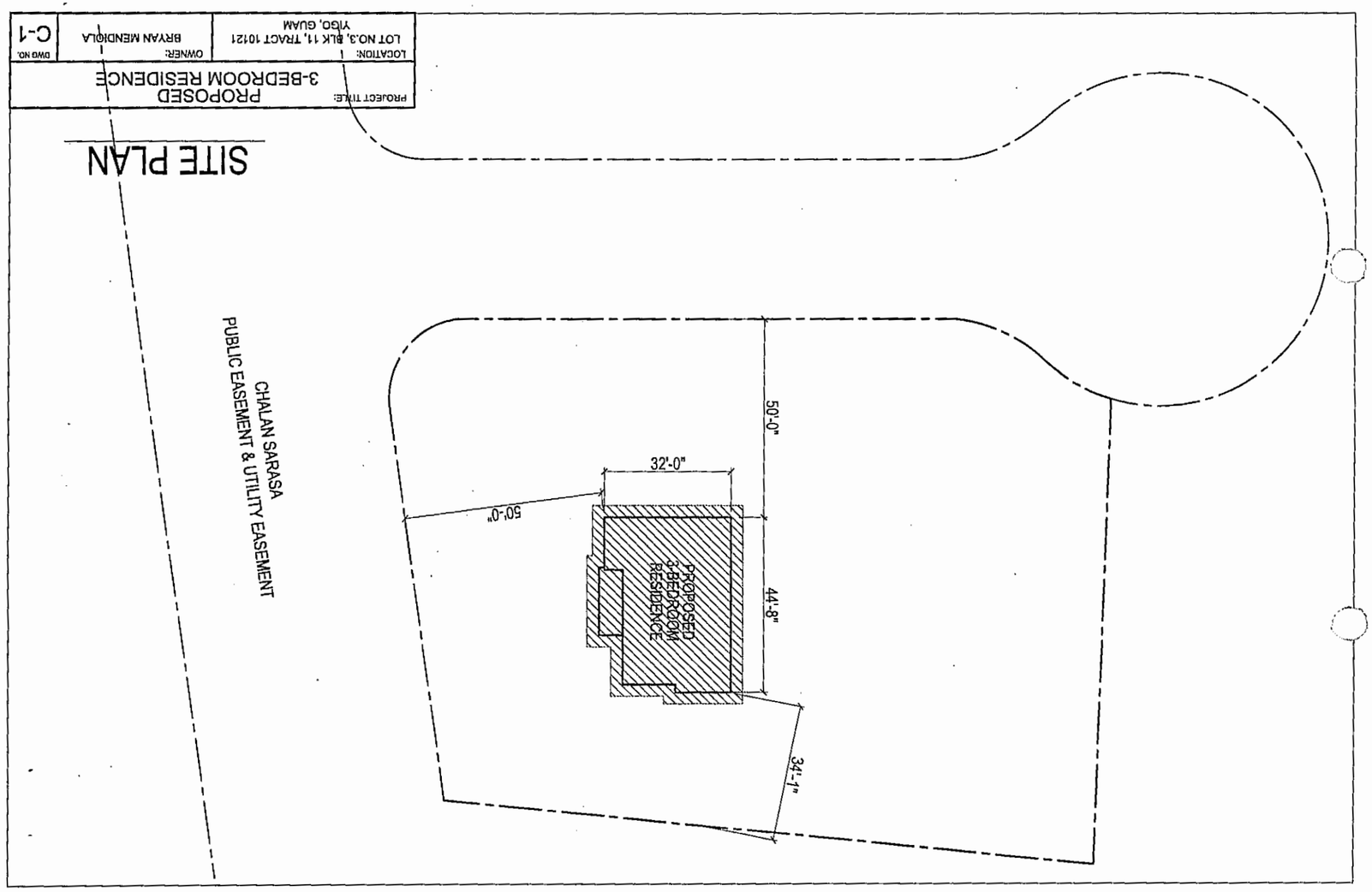
PROJECT TITLE: PROPOSED 3-BEDROOM RESIDENCE

LOCATION: LOT NO.3, BLK 11, TRACT 10121 YIGO, GUAM

OWNER: BRYAN MENDIOLA

DWG NO. C-1

SITE PLAN



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 3 Bk.11 Tr.10121 Yigo, Guam

Bryan R. Mendiola

Brittany Nicole R. Mendiola

Date: 09/25/2017

Far East Construction

Date: 9/26/17

☐ Proposed Construction

Form approved
Budget Bureau No. 63-R0055

Description of Materials

☐ Under Construction

Property Address LOT 3 Block11 Tract 10121 City: Yigo State: GUAM

Mortgagor or Sponsor Bryan & Brittany Mendiola

Address: P.O. BOX11581 Yigo Guam 96929

Contractor or Builder Far East Construction, LICENSE NO. 7466

Address: P.O. BOX 20232 Barrigada, GUAM 96921

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 2500 Reinforcing #3 #4 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/ 18 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 vencer CMU sills 8 lintels 1/2 base flashing _____
Masonry ☒ solid ☐ faced ☐ stuccoed; total wall thickness _____ facing thickness ____ facing materials cement motar
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' - IOWWF__ 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 laying _____weight or thickness_____ size _____ fastening_____
Built-up roofing_____ number of piles _____ 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 _____
Downspout: 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 (*One color paint choice for Interior & One color paint Choice for Exterior)

16. Interior Doors and Trim

Doors: type _____Hollow Core flush type_____ material _Phil mahogany/US___ 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 4X4 WINDOW*

18. Entrances and Exterior Detail

Main entrance door: Material Solid Core width 36" thickness 1 ¾ " 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 DIFFERNCE 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 Enamel 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.

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"x12"		Ceramic	Concrete
	Bath	Ceramic Tile		Ceramic	Motar
		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: One (1) Tile Choice for entire house (should owner want additional tile color, additional charges will be accessed).

22. Plumbing

Fixture	Number	Location	Make	MFR's fixture Identification No.	Size	Color
Sink	1	Kitchen	US standard			Aluminum
Lavatory	2	Bathroom	US standard			White
Water Closet	2	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 _____
Additional information: _____
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) US 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.)

Owner at owners expense to pay for water tank and pump

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: 9/26/17 Signature: _____ Signature: _____
Far East Construction - Contractor Bryan R. Mendiola – Owner

Brittany Nicole R. Mendiola- Owner

Building Construction Contract

THIS AGREEMENT, made this 20th day of **September 2017**, between **Bryan R. and Brittany Nicole R. Mendiola**, hereinafter called Owner, whose address is **P.O. BOX 11581 Yigo, GUAM 96929** and **Far East Construction, LICENSE NO. 7466,** hereafter called Contractor, whose address is **P.O. BOX 20232 Barrigada, GUAM 96921**

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 1,257 S.F. LIVING AREA,Approximately 100 S.F of Porch INCLUDING SEPTIC TANK & LEACHING FIELD** upon the following described real property:

LOT 3 Block 11 Tract10121 Yigo, 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 obtain a building permit including GWA application fee, System Upgrade fee and water meter cost and any governmental utility fees.

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 **$150,000.00 . Project is a TurnKey project and is to be paid in 1 full payment upon closing with Lender Guam Housing Corporation** as follows:

TOTAL CONTRACT AMOUNT..... $150,000.00

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 **250** 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. Any theft, burglary, sabotage, and/or vandalism to materials, equipment and building structure during the course of construction shall be the responsibility of the Contractor to replace and cure such damage, additionally, the Contractor indemnifies the Owner from any liabilities, claims, losses that pertain to this section.

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. As agreed upon item #14, Contractor and Owner have agreed that a performance bond is not needed.

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" (if any) 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. Borrower will not be penalized for unforeseen delays not controlled by borrower 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 and Leaching Field (if applicable) as 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 customer fail

to apply for temporary water and power, contractor will not be penalize to fulfill the timeline to finish project due to such delays.

24. Contract is subject to change after ninety (90) days of contract date. Contract will be honored after ninety days upon agreement by both parties. Once contractor has begun, contract and price are fixed. Any changes will have to be approved by both owner and contractor.

25. Ceramic tiles throughout the house (One (1) tile choice for entire house). Should customer want additional tile color additional charges will be accessed.

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).

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.

32. Should the site need any earthwork, backfill or other alterations to the property to suit the construction, cost will be the responsibility of the 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.
35. 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 sq. ft.
* Front Door - $100.00 (other exterior door $60.00 ea.)

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

Far East Construction. – Contractor

Bryan R. Mendiola – Owner

Brittany Nicole R. Mendiola- Owner

CONSTRUCTION COST BREAKDOWN

Job Address: LOT 3, Bk 11 Tract 10121 Yigo, GUAM Builder: Far East Construction
Owner: Bryan & Brittany Mendiola

1. BUILDING PERMIT	1,460.00
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	20,000.00
8. STRUCTURAL CONCRETE INCL FLOORS	25,000.00
9. LUMBER - ROUGH	3,500.00
10. LUMBER - FINISH	2,000.00
11. CARPENTER LABOR - ROUGH	3,500.00
12. CARPENTER LABOR - FINISH	3,000.00
13. DOORS & FRAMES	3,000.00
14. WINDOW FRAMES & SASH	3,000.00
15. CABINET & MILLWORK	3,000.00
16. HARWARE - ROUGH	0.00
17. HARDWARE - FINISH	0.00
18. PILING IN PLACE	0.00
19. REINFORCING STEEL	9,000.00
20. STRUCTURAL CMU WALLS WITH CONCRETE GROUT THE CELL	21,640.00
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	3,500.00
26. ROOF COVER	3,500.00
27. STRUCTURAL MASONRY	15,000.00
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)	6,000.00
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:	$150,000.00

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

Street Address:
90 S. Aprine Corps Drive
Suite 733 ITC Building
Tamuning, GU 96913

Mailing Address:
P.O. Box 2950
Hagåtña, GU 96932

Website:
http://dlm.guam.gov

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

Telephone:
671-649-LAND (5263)

Facsimile:
671-649-5383

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

September 29, 2017

Memorandum

To: Governor of Guam

From: Director, Department of Land Management

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

Buenas yan Hafa Adai! Forwarded is the ***AUGUST 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	AUGUST Rev COLLECTED	To Date COLLECTED
3100 - General Fund	$0.00	$0.00
3222 - Land Survey Revolving Fund	$228,042.57	$2,833,383.58
1100 - Dept's/Other Special Account	$1,226.99	$13,313.26
3624 – Chamorro Land Trust Commission	$503,769.52	$1,268,982.26
3669 – Chamorro Land Trust Survey	$9,488.97	$143,917.37
GRAND TOTAL	**$742,528.05**	**$4,259,596.47**
To Date Collection For FY 2017		**$4,259,596.47**

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

Chamorro Land Trust Commission

DESCRIPTION	AUGUST Rev COLLECTED	To Date COLLECTED	Account Bal as of AUGUST 2017
Bank of Guam Account #XXXXXX2274	$21.60	$233.34	$203,523.08
Bank of Guam Account #XXXXX5976	$360.00	$360.00	$10,580.94
Bank of Guam CD #XXXXXX7964	$0.00	$0.00	$300,000.00
GRAND TOTAL	**$381.60**	**$593.34**	**$514,485.62**
To Date Collection For FY 2017 (Chamorro Land Trust – NAF)		**$593.34**	

Ancestral Lands Commission

DESCRIPTION	AUGUST Rev COLLECTED	To Date COLLECTED	Account Bal as of AUGUST 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	$42.88	$77,905.47
Coast 360 FCU Account #XX6454			
12 Mths Term Short	$0.00	$5,114.47	$515,164.47
24 Mths Term Short	$0.00	$0.00	$307,260.00
36 Mths Term Short	$0.00	$11,890.85	$311,890.85
Checking	$0.00	$2.19	$1002.19
Secondary Savings	$0.00	$14.00	$7,452.66
Trust Share Savings	$91,831.76	$594,543.77	$3,864,040.38
GRAND TOTAL	$91,835.73	**$611,608.29**	**$5,084,716.02**
To Date Collection For FY 2017 (Ancestral Lands – NAF)		**$611,608.29**	

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	$ 245,704.50	$ 164,136.50	$ 460,326.50	$ 125,047.50	$ 182,726.50		$ 2,342,095.05
Recording Fee		LSRF	3222-56910	$ 25,118.50	$ 28,436.00	$ 26,844.00	$ 25,398.00	$ 26,410.50	$ 34,713.50	$ 35,055.00	$ 35,794.00	$ 35,591.50	$ 28,966.50	$ 33,201.00		$ 335,528.50
Photostat Fees		LSRF	3222-56912	$ 3,004.50	$ 3,074.50	$ 2,475.00	$ 2,131.00	$ 2,325.00	$ 3,143.50	$ 1,027.00	$ 1,178.00	$ 9,517.50	$ 3,753.50	$ 1,581.00		$ 33,210.50
Survey Copies		LSRF	3222-56912	$ 1,586.00	$ 1,723.50	$ 1,774.00	$ 1,688.00	$ 2,580.00	$ 3,451.00	$ 2,231.00	$ 1,429.00	$ 4,578.00	$ 2,104.00	$ 3,233.00		$ 26,379.50
C.T. Copies		LSRF	3222-56912	$ 4,333.00	$ 4,034.50	$ 2,793.00	$ 4,316.00	$ 3,919.00	$ 3,854.50	$ 3,334.50	$ 2,862.50	$ 4,501.50	$ 4,274.00	$ 4,257.00		$ 42,479.50
Subpoena Fees		LSRF	3222-57208			$ 35.00							$ 35.00			$ 70.00
Commercial Lease		LSRF	3222-54202	$ 1,000.00	$ 3,867.16	$ 2,433.58	$ 2,433.58	$ 2,433.58	$ 2,433.58	$ 2,433.58	$ 2,433.58	$ 3,033.58	$ 28,074.24	$ 3,044.07		$ 53,620.53
HPR & Other App. Fee	$ 64,834.43	SA	1100-2429A	$ 843.00	$ 376.25	$ 916.73	$ 639.75	$ 107.00	$ 774.25	$ 944.50	$ 557.25	$ 126.50	$ 879.25	$ 253.25		$ 6,417.73
LUPRA (2900RS010)	$ 9,326.81	SA	1100-23316	$ 316.96	$ 470.58		$ 750.23		$ 1,190.00	$ 221.91	$ 762.93	$ 589.18		$ 973.74		$ 5,275.53
GGN Fee (2910RS010) P.L. 23-31	$ 7,939.00	SA	1100-23337			$ 20.00		$ 1,600.00		$ -	-					$ 1,620.00
Trust Application Fees		CLTO	3624-52101	$ 300.00	$ 400.00	$ 550.00	$ 350.00	$ 150.00	$ 800.00	$ 1,200.00	$ 650.00	$ 600.00	$ 600.00	$ 650.00		$ 6,250.00
Commercial Lease/License		CLTO	3624-54201	$ 17,861.21	$ 36,685.99	$ 28,105.38	$ 436,861.24	$ 12,764.91	$ 60,595.21	$ 21,667.55	$ 76,235.40	$ 28,867.28	$ 37,943.34	$ 47,906.69		$ 805,514.20
Interest		CLTO	3624-54101	$ 183.04	$ 179.06	$ 178.30	$ 186.22	$ 195.70	$ 220.62	$ 217.51	$ 230.38	$ 201.31	$ 211.09	$ 212.83		$ 2,218.06
CLT-OPS Sale of Govt Land		CLTO	3624-57207											$ 455,000.00		$ 455,000.00
CLT-SUR-Commercial Lease & Lic (P.L. 33-90)		[redacted]	3669-52001						$ 416.67	$ 3,223.33	$ 458.33	$ 458.33	$ 5,041.66	$ 558.33		$ 10,156.65
CLT-SUR-Agr/Res Land Trust Lease (P.L. 33-90)		[redacted]	3669-56001	$ 456.00	$ 268.00	$ 547.00	$ 391.00	$ 861.00	$ 265.00	$ 1,821.00	$ 326.00	$ 1,674.00	$ 654.00	$ 337.00		$ 7,600.00
CLT-SUR-Sale of Govt Land (P.L. 33-90)		[redacted]	3669-57001	$ 9,902.42	$ 6,715.46	$ 26,808.20	$ 45,767.30	$ 396.00	$ 11,840.18	$ 11,043.24	$ 5,094.26			$ 8,593.64		$ 126,160.72
LSRF COLLECTED (3222)				$ 183,088.50	$ 258,524.35	$ 187,369.94	$ 171,030.58	$ 198,658.58	$ 399,246.58	$ 289,785.58	$ 207,833.58	$ 517,548.58	$ 192,254.74	$ 228,042.57	$ -	$ 2,833,383.58
SPECIAL ACCT. COLLECTED (1100)				$ 1,159.96	$ 846.83	$ 936.73	$ 1,389.98	$ 1,707.00	$ 1,954.25	$ 1,166.41	$ 1,320.18	$ 715.68	$ 879.25	$ 1,226.99	$ -	$ 13,313.26
DLM TOTAL				$ 184,248.46	$ 259,371.18	$ 188,306.67	$ 172,420.56	$ 200,365.58	$ 401,210.83	$ 290,951.99	$ 209,153.76	$ 518,264.26	$ 193,133.99	$ 229,269.56	$ -	$ 2,846,696.84
Chamorro Land Trust Operations Total (3624)				$ 18,344.25	$ 37,265.05	$ 28,833.68	$ 437,399.46	$ 13,110.61	$ 61,615.83	$ 23,085.06	$ 77,115.78	$ 29,688.59	$ 38,754.43	$ 503,769.52	$ -	$ 1,268,982.26
[redacted]																
CLTS TOTAL				$ 28,702.67	$ 44,248.51	$ 56,188.88	$ 483,557.76	$ 14,367.61	$ 74,137.68	$ 39,172.63	$ 82,994.39	$ 31,820.92	$ 44,450.09	$ 513,258.49	$ -	$ 1,412,899.63
GRAND TOTAL				$ 212,951.13	$ 303,619.69	$ 244,495.55	$ 655,978.32	$ 214,733.19	$ 475,348.51	$ 330,124.62	$ 292,148.15	$ 550,085.18	$ 237,584.08	$ 742,528.05	$ -	$ 4,259,596.47

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
(SA) * Deposited into established Special Account.
(CLTO) Deposited into Chamorro Land Trust Operations
(CLTS) Deposited into Chamorro Land Trust Survey Fund

Prepared By:
Patricia A. Muna, Administrative Assistant 10/3/17

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

CLTC - Survey and Infrastructure Fund (MAIN)
Balance Sheet
As of June 30, 2017

	Jun 30, 17
ASSETS	
Current Assets	
Accounts Receivable	
Accounts Receivable	
Allowance For Doubtful Accounts	-1,394,088.23
Accounts Receivable - Other	1,394,088.23
Total Accounts Receivable	0.00
Total Accounts Receivable	0.00
Total Current Assets	0.00
Other Assets	
Due To/Fr General Fund	302,157.05
Total Other Assets	302,157.05
TOTAL ASSETS	302,157.05
LIABILITIES & EQUITY	
Equity	
Appropriations	30,000.00
Retained Earnings	183,287.04
Unappropriated Surplus	-30,000.00
Net Income	118,870.01
Total Equity	302,157.05
TOTAL LIABILITIES & EQUITY	302,157.05

CLTC - Survey and Infrastructure Fund (MAIN)

Profit & Loss

October 2016 through June 2017

	Oct '16 - Jun 17
Ordinary Income/Expense	
Income	
Agri./Resi. Lease	7,104.00
Commercial Lease/License	10,973.31
Land For Landless	100,792.70
Total Income	118,870.01
Net Ordinary Income	118,870.01
Net Income	118,870.01

10/18/17

CLTC - Operations Fund
Profit & Loss
October 2016 through June 2017

	Oct '16 - Jun 17
Income	
Agri./Resi. Lease	0.00
Commercial Lease/License	745,665.43
Interest Income	1,794.14
Land Trust Application Fees	5,000.00
Total Income	752,459.57
Gross Profit	752,459.57
Expense	
Building Rent	103,658.50
Capital Outlay	149,525.00
Contract	118,340.31
Drug Testing	40.00
Equipment	72,174.80
Fringe Benefit	149,928.28
Miscellaneous	1,200.00
Quickbooks Subscription	3,780.00
Regular Salary	395,747.42
Supplies	8,141.34
Total Expense	1,002,535.65
Net Income	**-250,076.08**

CLTC - Operations Fund
Balance Sheet
As of June 30, 2017

	Jun 30, 17
ASSETS	
Current Assets	
Checking/Savings	
BOG Operations (#2501-003055)	1,960,820.91
Total Checking/Savings	1,960,820.91
Accounts Receivable	
Accounts Receivable	
Allowance for Doubtful Accounts	-128,800.00
Accounts Receivable - Other	486,072.26
Total Accounts Receivable	357,272.26
Total Accounts Receivable	357,272.26
Other Current Assets	
Due from/to DLM	44,517.24
Due from/to GALC	16,958.95
Due to/from GSA	-10,634.84
Undeposited Funds	416.67
Total Other Current Assets	51,258.02
Total Current Assets	2,369,351.19
Other Assets	
Due to/from General Fund	-14,409.92
Total Other Assets	-14,409.92
TOTAL ASSETS	2,354,941.27
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	5,745.23
Total Accounts Payable	5,745.23
Other Current Liabilities	
Accrued Payroll	2,575.43
Deferred Revenue	365,981.04
Total Other Current Liabilities	368,556.47
Total Current Liabilities	374,301.70
Total Liabilities	374,301.70
Equity	
Appropriations	
Encumbrances	-54,710.73
Reserve for Encumbrances	54,710.73
Appropriations - Other	2,427,005.00
Total Appropriations	2,427,005.00
Retained Earnings	277,769.65
Unappropriated Surplus	-474,059.00
Net Income	-250,076.08
Total Equity	1,980,639.57
TOTAL LIABILITIES & EQUITY	2,354,941.27

10/18/17

CLTC Loan Guaranty Fund
Profit & Loss
October 2016 through June 2017

	Oct '16 - Jun 17
Income	
Interest Income	550.14
Payment in Lieu of Taxes	79,831.74
Total Income	80,381.88
Expense	0.00
Net Income	80,381.88

CLTC Loan Guaranty Fund
Balance Sheet
As of June 30, 2017

	Jun 30, 17
ASSETS	
Current Assets	
Checking/Savings	
BOG (#0101-295976)	10,580.94
BOG (#2501-002274)	203,479.88
BOG TCD (#0401-437964)	300,000.00
Total Checking/Savings	514,060.82
Other Current Assets	
Due to/from General Fund	308,581.42
Total Other Current Assets	308,581.42
Total Current Assets	822,642.24
TOTAL ASSETS	**822,642.24**
LIABILITIES & EQUITY	
Equity	
Fund Balance	590,100.40
Retained Earnings	152,159.96
Net Income	80,381.88
Total Equity	822,642.24
TOTAL LIABILITIES & EQUITY	**822,642.24**

10/18/17

CLTC - Operations Fund
A/R Aging Summary
As of September 30, 2017

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
1GASB 13	0.00	0.00	0.00	0.00	250,798.26	250,798.26
1Guam Resource Recovery Partners	0.00	4,400.00	4,400.00	0.00	44,000.00	52,800.00
Evelyn Store	0.00	26.00	26.00	0.00	260.00	312.00
Guam Broadcast Partners / Sorensen	0.00	896.09	896.09	0.00	29,167.55	30,959.73
Guam Racing Federation	0.00	4,000.00	4,000.00	0.00	15,770.00	23,770.00
Johnny Cool Towing	0.00	-566.36	0.00	0.00	-2,689.44	-3,255.80
Layao Enterprises	0.00	0.00	0.00	0.00	0.00	0.00
United States Postal	0.00	918.84	918.84	0.00	1,810.48	3,648.16
TOTAL	0.00	9,674.57	10,240.93	0.00	339,116.85	359,032.35