Street Address:
590 S. Marine 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)

LOURDES A. LEON GUERRERO
MAGA'HÅGA • GOVERNOR

JOSHUA F. TENORIO
SIGUNDO MAGA'LÁHI • LIEUTENANT GOVERNOR

JOSEPH M. BORJA
Director

ACKNOWLEDGEMENT OF RECEIPT

April 9, 2019

35GL-19-0344
Speaker Tina Rose Muña Barnes

APR 0 9 2019
Time 250 ( )AM ( )PM
Received By:

To: Office of the Speaker
35th Guam Legislature
Congress Building, Hagatna

From: Division of Land Planning
Department of Land Management

Hafa Adai!

Transmitted herewith for your perusal, is Application No. 2018-32, the approved Zone Change application for Applicant, LF Corporation.

Thank you.

2019 APR -9 PM 4:08

0344

GUAM LAND USE COMMISSION
ZONE CHANGE
APPLICATION NO: 2018-32
LOT 1143-R1
MUNICIPALITY OF BARRIGADA

COPY
Legislature
933606

ATTACHMENT 2

Space for Recordation

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

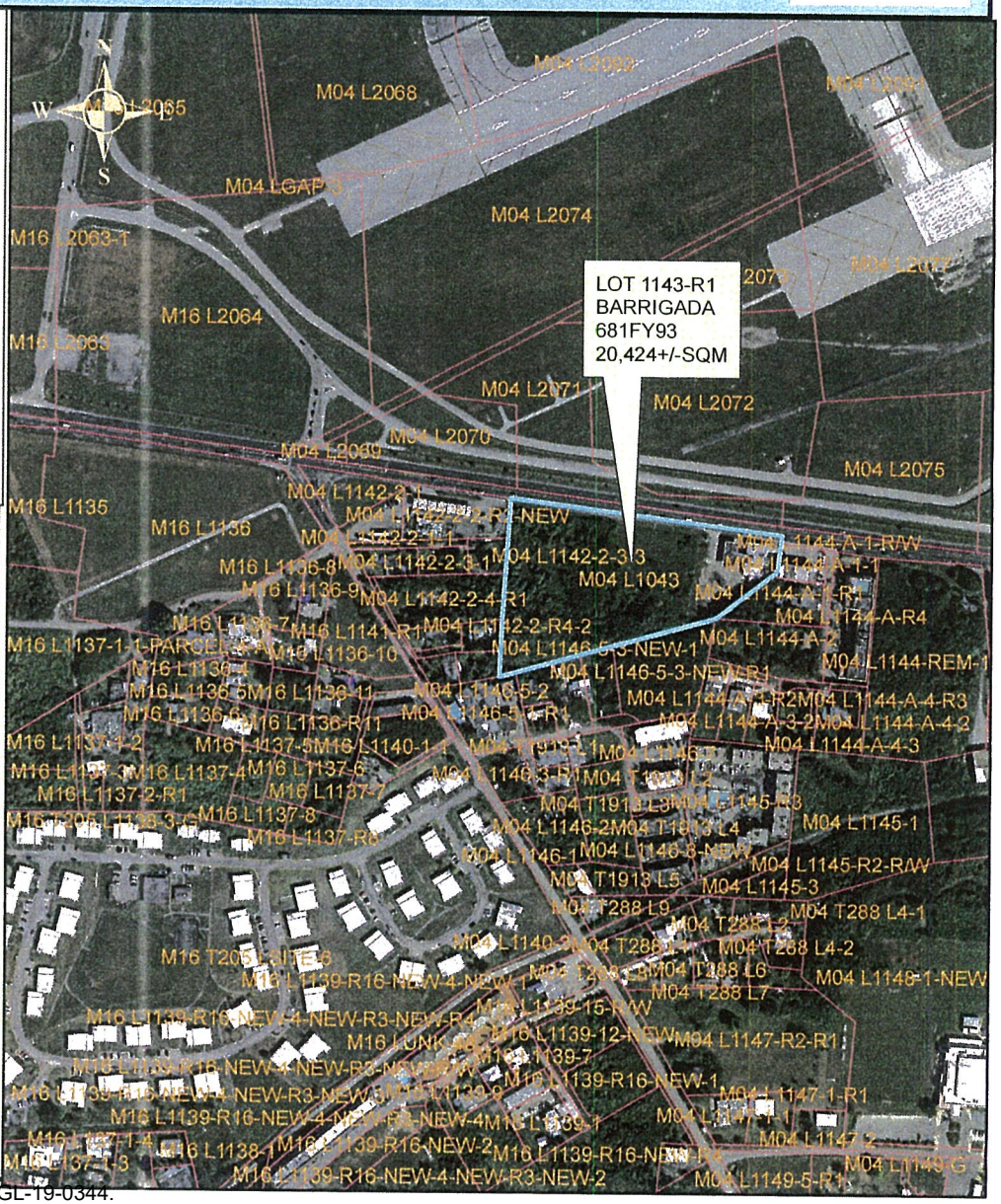
File for Record is Instrument Number 933606

On the Year 20 19 Month 4 Day 9 Time 801

Recording Fee DE-OFFICIO Receipt No. DE-OFFICIO

Deputy Recorder Joel Cruz

JOEL ANTENORCRUZ



GLUC ZONE CHANGE	THE GUAM HYBRID LAND USE COMMISSION, AT ITS HEARING ON DECEMBER 13, 2018 APPROVED IN WHOLE THE ZONE CHANGE FROM "C/R-2" TO "LC" ON LOT 1143-R1 MUNICIPALITY OF BARRIGADA
APPLICATION NO.: 2018-32	==========
APPLICANT: LF CORPORATION	[✓] APPROVED IN WHOLE [ ] APPROVED IN PART [ ] DISAPPROVED
PREPARED ON JANUARY 25, 2019	
FROM: "C/R-2" (COMMERCIAL / R-2)	
TO: "LC" (LIMITED COMMERCIAL)	TAE S. OH ACTING CHAIRMAN GUAM LAND USE COMMISSION — DATE 1/28/2019
LOT: 1143-R1	==========
BLOCK: N/A	[X] APPROVED IN WHOLE [ ] APPROVED IN PART [ ] DISAPPROVED
TRACT: N/A	
MUNICIPALITY: BARRIGADA	LOURDES A. LEON GUERRERO GOVERNOR OF GUAM — DATE 4/2/2019
PLACE NAME: N/A	
SCALE: N/A	
AMENDMENT NO.: A-124	
ZONING MAP NO.: F3-67S35	

UFISINAN I MAGA'HÅGA
OFFICE OF THE GOVERNOR

LOURDES A. LEON GUERRERO
MAGA'HÅGA • GOVERNOR

JOSHUA F. TENORIO
SIGUNDO MAGA'LÅHI • LIEUTENANT GOVERNOR

April 2, 2019

Honorable Tina Muña Barnes
Speaker
I Mina'trentai Singko Na Liheslaturan Guåhan
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 969201

Re: GLUC Zone Change approval from "C/R2" to "LC" zone, Lot 1143-R1, Barrigada, under Application No. 2018-32

Dear Madame Speaker:

Please find attached the above-referenced zoning documents for the Legislature's consideration, which is submitted pursuant to 21 G.C.A. §61647.

I have **APPROVED** LF Corporation's request for a Zone Change from split zone "C/R2" (Commercial/Multi-Family Dwelling) to "LC" (Limited Commercial) zone, for the proposed construction of a commercial complex for retail, offices, shops and services, on Lot 1143-R1, in the Municipality of Barrigada, Application No. 2018-32. This approval is in conformance with 21 G.C.A. §61630 and justified to satisfy public necessity, convenience and general welfare.

Senseremente,

Lou Leon Guerrero

LOURDES A. LEON GUERRERO
I Maga'hågan Guåhan
Governor of Guam

RICARDO J. BORDALLO GOVERNOR'S COMPLEX · HAGÅTÑA, GUAM 96910
P.O. BOX 2950 · HAGÅTÑA, GUAM 96910
671.472.8931 • 671.472.8932/6

GLUC APP NO. 2018-32
CASE PLANNER: PENMAR

ZONE CHANGE APPLICATION

P Gulac ACCEPTED 4/12/18

FROM: "C" (COMMERCIAL) AND "R-2" (MULTI-FAMILY) DWELLING) ZONES

TO

FULL
"C" (COMMERCIAL) ZONE

P Gulac 3/9/18 RECEIVED Land Plng DN

FOR : LF CORPORATION

LOT NO. 1143-R1

MUNICIPALITY OF BARRIGADA, GUAM

Prepared by
HARRY D. GUTIERREZ
Consultant
#119 Gutierrez Way
Agana Heights, Guam 96910
482-5315; Email:harry.gutierrez@yahoo.com

HARRY D. GUTIERREZ
Consultant
119 Gutierrez Way
Agana Heights, Guam 96910
482-5315 / email: harry.gutierrez@yahoo.com

February 20, 2018

To: Chairman & Commissioners, Guam Land Use Commission
c/o Mr. Michael J.B. Borja, Director of Land Management,
Executive Secretary, Guam Land Use Commission
ITC Bldg, Suite 700, Tamuning, Guam 96911

Subject: Zone Change Application for Lot 1143-R1, Barrigada, Guam;

Hafa Adai:

On behalf of my client, and pursuant to Sections 61630 through 61634, Part 3, Article 6, Changes of Zones, Chapter 61 – Zoning Law, Title 21 Guam Code Annotated. I am submitting the enclosed zone change application for your review and consideration before the Guam Land Use Commission, for a Zone Change of a lot with **Split Zoned of "C" zoned (Commercial) on the front half along Route No. 8, and "R-2" (Multi-Family Dwelling) on the rest of the lot to a Full "C" (Commercial) Zone**

The subject lot has a Shell Station on the northern (leased area of 3,000 square meters), the rest is vacant and fronting Route No. 8 (Purple Heart Highway) and is located between Barrigada/Mobil-Mart & McDonalds restaurant and Shell gas station and approximately 1,000 feet east of GIAA/Tiyan runway. For your information, all abutting lots on the eastern border are zoned R2 and commercial zone on the south toward Route No. 8 traffic light intersection, per Official Zoning Map of Barrigada. This application will be an extension of the commercial zone. There are many commercial activities along Route No. 8 (Purple Heart Highway) as shown on the land use radius map attachment within 500-1,000 feet, that are mixed uses of R2 and Commercial activities. There are existing vacant lots in the immediate area and within 200 - 1,000 feet to the northeast, and southeast sector of the lot in this area of Barrigada.

Lot information to be rezoned are as follows:

Lot 1143-R1 Area: 17,424 Square Meters or 187,549.6 Square Feet or 4.6 Acres (Note: Shell Station current leased portion of (3,000 square meters, "C" Zone, fronting Route No. 8)

(See Attachment – Official Survey Map LM 681FY93)

My client, has a 50-year lease on the property and have options renew as stated on the ground Lease (from Estate of Isabel G. Nelson), with option to renew lease for another 20 years. Their intent is to rezone the split zoned to full commercial zone property and make it compatible and maximize the uses with the same zoning as other abutting commercial lots and this rezoning is for uses of commercial retail complex with adequate parking and loading on site provided for the proposed commercial uses.

The proposed structures on the site will be well designed to conform to current building codes and standards that will be situated within the size of the lot. The development site will be designed to accommodate all required parking and loading, all drainage and landscaping, and other requirements by the zoning law and government permitting requirements for the intended use. My client will ensure all conditions and other requirements by permitting agencies are to be adhered to from access, clearing, construction and to final occupancy. The rezoning of the property will not have adverse impact within the surrounding properties, as the majority of the lots nearby are already zoned commercial. The rear / eastern border will be at 40 feet setback to minimized impacts to residential (R-2) zoned lots. If rezoned, uses will only be for commercial uses with permitted accessory structures and not for other uses that are not permitted in the approved zone. The other current land uses in the area are composed of commercial, residential, multi - family apartments, condominiums, schools, house of worship and the GIAA (airport). The rezoning of the lot will be compatible with other zoned commercial properties, and will be an extension of the commercial zone and will be the same characteristics and will be landscaped to provide a buffer with adjacent or abutting residential lots . Based on current land uses and existing mix uses of activities, the subject lot is are deemed more desirable for commercial uses. All infrastructure, water, power, sewer and paved roads are all existing in immediate area and with access to a major thorough fare along Route No. 8 (Purple Heart Highway).

We believe that the rezoning of the lot will not be out of character in the area. Majority of nearby lots and proposed uses are already mix uses of "C" or "R2". The construction and proposed uses require for "C" zoning to accommodate a commercial/retail complex and other accessory uses with parking and loading area on site, as well as landscaping to enhance the proposed uses and the general area as well.

Section 61630 (GCA of the zoning law mandates that public necessity, convenience, and general public welfare are addressed and justified, that the Commission may recommend to the Governor for approval for an amendment of the zoning map. For the Commission's review and consideration on this application, these three important conditions are presented and justified below.

A. Public Necessity : This area is developing into more commercialization and near residential/multi-family districts and in order to accommodate a growing population in the northern/central areas near and along Route No. 8 Barrigada, the anticipated military forces build-up will continue, and the proposed uses and activities will provide the community with commercial/retail services and activities in the coming years and beyond. There will be a greater demand for retail, restaurants, food catering/contracting services, and other special services as population grows. This type of commercial activity in the area will serve the needs of the public, the private, and the military communities demands for goods and services of the business establishment;

B. Convenience: The proposed zone change of the subject lot will afford public convenience for much needed retail and commercial/food/restaurant outlet and other permitted accessory uses service related activities at this commercial location as it is centrally located, that is consistent with current land uses, and as an extension of the commercial zones near and along Route No. 8. The location is prime and ideal, central and conveniently near areas with a large population in this area of Barrigada, and to better provide retail, food/restaurant outlets and related accessory activities to support the community and the immediate area.

C. General Welfare: The proposed rezoning and uses will protect the general public, the immediate surroundings and properties by being consistent for commercial uses and related activities that is on-going at the present time. The owners will ensure that all permitting requirements and conditions of the land use commission and all government agencies are adhered to as well as to minimizing impacts to the immediate surroundings and to the general public and most specially our environment and the water lens below (this area is part of the Northern Recharge Area). Development on the site will provide employment of local residents and contribute positively to improving the island's growing economy.

Again, all performance standards and requirements by the Application Review Committee (ARC), and the Guam Land Use Commission will be complied with as well as submission of an Environmental Impact Assessment (EIA), is attached and any other requirements pursuant to Sections 61630 through 61634, Part 3, Article 6, Changes of Zones, Chapter 61 – Zoning Law, Title 21 Guam Code Annotated shall be complied with.

Enclosed are additional supporting information for the application and a copy of the official survey maps. On behalf of my client, we hope that your consideration of this request will be favorable. Should you need additional information or clarification, please don't hesitate to call me.

Respectfully,

Harry D. Gutierrez
Representative 482-5315

With Enclosures attached

AUTHORIZATION

LC CORPORATION, representative WILLIAM WONG, are the Lessor of Lot 1143-R1 in the Municipality of Barrigada. Is legal age and with power bestowed as the Representative of the subject properties, through this instruments hereby do grant and authorize the following:

1. That HARRY D. GUTIERREZ is hereby authorized to represent us in obtaining a **FULL COMMERICIAL** with the Department of Land Management.

2. That my authorized representative/consultant to conduct himself accordingly to arbitrate, negotiate, commit represent, mitigate and abate the proposed project through all reviewing instrumentalities involved along the process.

I hereunto affix my signatures to this affidavit:

WILLIAM WONG
REPRESENTATIVE and Date

GUAM U.S.A.)
)
)

SUBSCRIBED AND SWORN TO before me this 19th day,

04/19/2018
~~October, 2017~~ by **WILLIAM WONG.**
April, 2018

NOTARY PUBLIC

JIMMY CHENG-YEONG YU
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: May 7, 2019
P.O. Box 9261 Tamuning, Guam 96931

Doc. No. 35GL-19-0344.

ZONE CHANGE

TO: Executive Secretary, Guam Land Use Commission
c/o Land Planning Division, Department of Land Management
Government of Guahan, P.O. Box 2950, Hagatna, Guahan 96932

The Undersigned owner(s)/lessee(s) of the following described property hereby request consideration for a *Zone Change.*

1. Information on Applicant:

Name of Applicant: **LF Corporation C/O Harry D. Gutierrez; Consultant** U.S. Citizen: [X] Yes [ ] No

Mailing Address: C/O #119 Gutierrez Way, Agana Heights, GU 96010

Telephone No.: Business: 482-5315 Home: N/A

2. Location, Description and Ownership:

Subdivision Name: N/A

Lot(s): 1143-R1 Block: N / A Tract: N/ A

Lot Area: Acres : 4.6 Square Meters: 17,424 Square Feet: 187,549.6

Village: Barrigada Municipality: Barrigada

Registered Owner: Estate of Isabel G. Nelson; See Ground Lease Agreement (50 years) with LF Corporation attached with Official Survey Map LM 681FY93 (Note: 3,000 square meters is lease to Shell (IPE, Guam) "C" Zone)

2. Current and Proposed Land Use:

Current Use: Vacant (Portion); Shell Station occupies 3,000 square meters of ground lease) Zoned: Split "C" and "R-2" (Multi-Family)

Proposed Use: Construct a commercial complex for retail and commercial spaces Proposed Zone: Full "C" (Commercial)

4. Attach a one page typed, brief and concise justification (letter format explaining the compatibility of the proposed project with adjacent and neighborhood developments as they exist; your intentions and purpose of the Zone Change request justifying public necessity, public convenience and general welfare in accordance with *Guam Code Annotated 21 GCA, Chapter 61, Section 61630.*

5. Support Information. The following supporting information shall be attached to this application:

   a. 8 1/2" X 14" map, drawn to scale, showing existing zoning within 1000 feet radius from the subject lot's boundaries.

ATTACHMENT: Section 61630 (Requirements for Changes) and Section 61638 (Review by Municipal Planning Council is attached for your information and guidance in preparation of your Zone Change Application. For additional requirements, visit the Zoning Section, Land Planning Division.

ZONE CHANGE

6. Supporting Information (Continuation):
   b. All parcels and their uses within 750 feet radius from the subject lot's boundaries. The map shall also contain:
      (1) Lot number for every parcel(s);
      (2) Identify by name and use all existing activities on all parcel(s) through a legend/code reference;
      (3) All adjacent inclusive and exclusive easements and roads to the property, their widths, and condition of surfaces;
      (4) The nearest location of all public utilities to the subject lot;
      (5) All natural or topographic peculiarities.
   c. 8 1/2" X 14" map, drawn to scale, showing all parcels within 500 feet radius of the subject lot's boundaries. Each parcel shall be identified with property lot number.
   d. The most recent survey map, certified and recorded at the Department of Land Management, showing the subject property.
   e. A detailed As-Built Plan of the lot shall include the following:
      (1) Total number and types of building;
      (2) Parcel size in square meters/feet;
      (3) Layouts of utilities and drainage;
      (4) Proposed lot coverage of building(s) and accessories in square meters/feet;
      (5) Approximate gross and net densities allowed on parcel;
      (6) Feasibility study;
      (7) Topography;
      (8) Existing earth faults and sinkholes;
      (9) Water courses and lens;
      (10) Reservation, conservation and historic places;
      (11) Total percentage of open spaces exclusive of parking stalls and other man-man features;
      (12) Percentage of building footprint (PD only); and
      (13) Compatibility to surrounding uses (PD only).
   f. If leased, lease agreement (the assignment of lease and the covenant).
   g. An initial comprehensive *Environmental Impact Assessment (EIA)* in accordance with Executive Order 90-10.
   h. Additional information as required by the Guahan Chief Planner
   i.

Submit one set of the Application with all the supporting information listed above. Once the Application is reviewed and accepted, applicant must submit the required number of hard copies (32 sets) of the Application and nine (9) copies of the Application in electronic format (example: in CD format, etc.)

7. Filing Fee: Fifty Dollars ($50.00) filing fee for the first five pages, and $.25 for any additional page, under Public Law 29-02, Chapter V, Part III *(Fees and Charges Assessed by the Department of Land Management).*

8. In an effort to provide a more effective means by which the municipality's concerns are heard and accommodated according to the land and regulations of real property uses, this land use application must be assessed for the need to an empanelment of a Hybrid Commission pursuant to P.L. 33-219. A Hybrid Commission will be empaneled if this application represents a development cost of more than three million dollars ($3,000,000.00), exclusive of the cost of the property as described in this application.

LESS THE VALUE OF THE PROPERTY, WILL THIS PROJECT COST MORE THAN $3,000,000.00? O Yes ⊘ No

Please sign attesting to your answer: C:=:> _____

(See attachment for more information on P.L. 33-219 and 33-209, as the affect the process of assessment of this application)

9. Required Signatures: All legal owners/lessees of designated parcel shall sign form with name(s) typed or handwritten, signed and dated:

"I hereby certify that all information contained in this application and its supplements are true and correct. I also understand that any misrepresentation in this application shall void the entire submission. Further, that thirty-two (32) sets of the above listed required information is provided."

LF CORPORATION

(Owner(s) or Lessee(s) and Date)

FOR: HARRY D. GUTIERREZ, CONSULTANT 2/20/ 2018

(Representative, if any, and Date)

Note: (Affidavit of Authorization is attached)

THIS FORM SHALL NOT BE MAILED. APPLICANT OR REPRESENTATIVE SHALL SUBMIT IN PERSON, BY APPOINTMENT ONLY, TO THE LAND PLANNING DIVISION, DEPARTMENT OF LAND MANAGEMENT.

FOR OFFICIAL USE ONLY

Date Accepted:_____ Accepted By:_____

Date of Notice in Newspaper(s):_____ Date of Notice to Adjacent Property Owners:_____

Date of Public Hearing:_____

Filing Fee(s) Paid *($)*: Yes [ ] No [ ] Check [ ] Cash [ ] Other [ ]_____

Receipt No.:_____ Application Number: ___

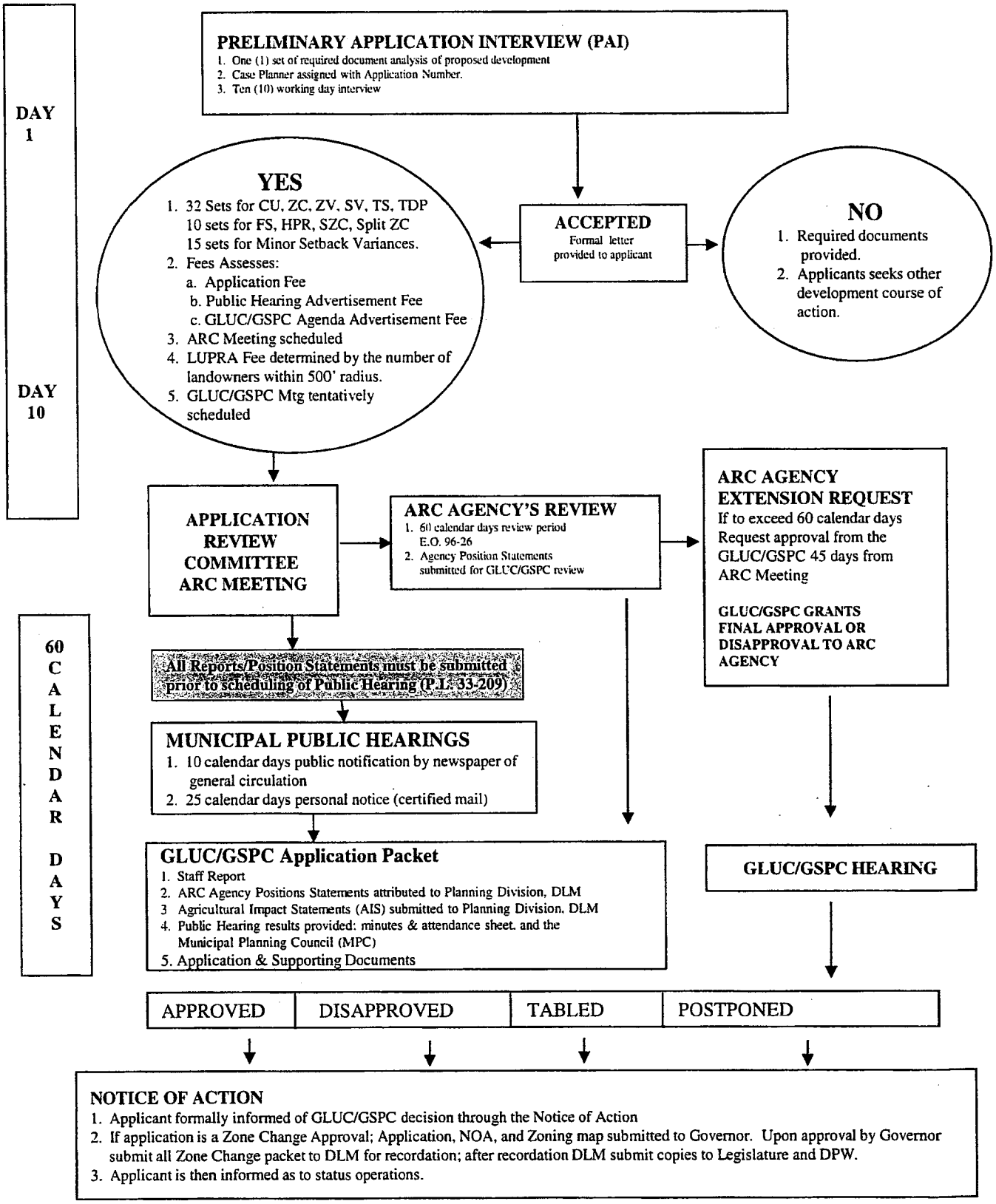
_____ Date of GLUC Action:_____

Conditions: Yes [ ] (See Below) No [ ]

Conditions of Approval: ----------

_____

GUAM LAND USE COMMISSION
GUAM SEASHORE PROTECTION COMMISSION
APPLICATION PROCESS



(No Smaller than 4 FT X 8 FT Sign Board)

NOTICE TO REZONE*

*1. Shall Occupy Two (2') Feet X Eight (8') Feet of the Sign Area

*2. Letters are to be Twelve (12") Inches High, Colored Red on a White Background

3. Sign Shall be Erected and Displayed in a Visible and Prominent Place on the Subject Site No Less than **Five (5) Days** after Application is filed with the Commission and Shall be Removed when the Commission Renders a Final Decision or Applicant Officially Withdraws the Application.

PUBLIC NOTICE

AN APPLICATION HAS BEEN FILED WITH THE GUAM LAND USE COMMISSION (GLUC) FOR A

ZONE CHANGE

APPLICATION DESCRIPTION:

OWNER:

DEVELOPER:

LOT, BLOCK, TRACT, MUNICIPALITY:

PROPOSED CHANGE OF ZONE:

	DATE:	TIME:	PLACE:
PUBLIC HEARING:	_____	_____	_____
GLUC MEETING:	_____	_____	_____

Procedures for Placement of Mandatory Billboard for Public Notification

---

Effective Date: November 11, 2011

As Approved by the Office of the Guam Chief Planner

Division of Land Planning, Department of Land Management

The purpose for these following procedures is to clarify and standardize the requirement for the placement of public notice signs on the subject lots under review by the Guam Land Use Commission (GLUC) pursuant to 21GCA, Chapter 61, *Zoning Laws*, Part 3, *Changes of Zones*, Section 61633, *Hearing Dates-Notice (for Zone Change Requests);* Article 3, Section 61303(c) *(for Conditional Use Permit Requests);* Part 2, *Appeals & Review,* Section 61619, *Hearing Date-Notice (for Zone Variance Requests).* Applicants are instructed to review the following steps and procedures and acknowledge its contents and responsibilities. (This document shall be entered as a mandatory information and part of the filed application packet)

A. SIZE DIMENSION AND SIGNAGE:

1. The Billboard shall maintain a dimension no smaller than 4 feet by 8 feet (as allowed in a standard-sized plywood board) with a **white background entirely**.

2. In that portion stating "**NOTICE TO REZONE*"** shall be dominantly in English, shall use a letter font size no smaller than 12", and shall be in **red**. This portion of the sign shall take up no less than 2 feet by 8 feet and preferably on the upper half of the sign.

3. In that portion stating "**PUBLIC NOTICE"** shall be dominantly in English, shall use a letter font size no smaller than 8", and shall be in **red.**

4. In that portion stating "**AN APPLICATION HAS BEEN FILED WITH THE GUAM LAND USE COMMISSION (GLUC) FOR A ZONE CHANGE"** shall be dominantly in English, shall use shall use a letter font size no smaller than 4-6", and shall be in **red.**

5. In that portion providing: **the title of the filed application; owner and name of the developer; the lot, block, and tract number of the subject lot; and the proposed change of zone, purposed variance, or proposed conditional use** regarding the application, shall be dominantly in English, shall use a letter font size no smaller than 4-6", and shall be in either **red or black.**

6. In that portion providing: **the Date and Time for each Public or GLUC Hearing** shall be dominantly in English, shall use a letter font size no smaller than 4-6"; and shall be in either **red or black.**

7. **All characters and letters will be printed in legible and permanent media so as to prevent any possible degradation in material or context due to elements of nature.**

Applicant's Initials _____

B. PLACEMENT AND MAINTENANCE OF SIGNAGE:

1. The applicant shall not be restricted to the placement of one billboard advertisement of public notice, but shall opt to place additional billboard as may deemed necessary to insure public notification in accordance with applicable statues is achieved and may be applicable at the recommendation of the Guam Chief Planner.

2. The Billboard shall be erected and displayed in a visible and prominent place on the subject site no less than **5 days after the application has been filed with the Guam Land Use Commission or Guam Seashore Commission, whichever is applicable and in accordance to applicable statue.**
3. Billboards shall be erected and in placed in a location within the subject lot(s) as to avoid any hindrance to pedestrian or vehicular travel. **The billboard shall not be used for the purpose of hindering public access within a Public Right-of-Way.**

4. When facing a roadway or in an area determined as the most obvious and visually accessible, such area where the billboard will be placed shall be free of any object, natural material, or any man-made or natural structure or form that would otherwise hinder visual access to the billboard. The applicant or his authorized agent shall be responsible for maintaining said area and sign for the duration of the application's review and assessment period and no later than **one day after the GLUC/GSPC has rendered a final decision.**

5. The applicant or his authorized agent shall be responsible for updating the billboard, particularly on **public hearing or GLUC/GSPC hearing dates.**

C. OFFICIAL STAMP DATE PROOF OF PUBLIC NOTIFICATION:

In an effort to insure timely public notification of public or GLUC hearing dates, times, and venue the applicant or his authorized agent shall perform the following:

1. Upon notification of a confirmed and scheduled public or Commission hearing date, the applicant or his authorized agent shall enter such date(s) on the billboard **no later than three days after being notified *or as required under statute.***

2. For the purpose of insuring proof new information has been added to the sign within the required timeline, the applicant or his authorized agent shall either:
   a. Obtain a **digital photograph of the billboard, obviously showing the entered date(s)**. The digital photograph shall then be sent to the application case planner via email or other electronic media. The date received via email or other electronic media shall serve as the ***date stamp proof*** in accordance with part 1a of this instruction; or
   b. Obtain a **still photograph of the billboard, obviously showing the entered date(s)**. The photograph shall then be brought to the office of the application case planner, either personally or by electronic means (i.e. electronically scanned then sent by

Applicant's Initials _____

Procedures for Placement of Mandatory Billboard for Public Notification (con't)

email, facsimile, etc). The case planner shall then receive the photo(s) as the date stamp proof of the hearing date in accordance with part 12a of this instruction (in the event a facsimile is used, the case planner shall use the date received in faxed copy as ***the date stamp proof***; otherwise,

c. When personally delivering the photo(s), the applicant or his authorized agent shall submit accordingly using the following form and context for the receipt and acknowledgement of ***stamp date proof***.

This is to acknowledge that the*applicant's or authorized agent*has submitted proof that dates pertaining the public hearing/Commission were entered in the mandatory Public Notice Billboard pursuant to Part C2a of the *Procedures for Placement of Mandatory Billboard Public Notification.*
DATE NOTIFIED BY CASE PLANNER: _____
DATE ENTERED ONTO BILLBOARD BY APPLICANT: _____
CASE PLANNER ACKNOWLEDGED: _____
GUAM CHIEF PLANNER ACKNOWLEDGED: _____

****This document to have attached a copy of a sign sample.*

I/We have been advised of my/our Case Planner of the requirements of the mandatory installation of a public notice sign as described above and that I am/we are responsible for its installation, maintenance, and updating of said sign as well meeting the requirements of all applicable statues relative to providing appropriate public notice of all applicable public meeting and/or hearing dates concerning my/our land use application as filed with the Division of Land Planning. I/ We understand that any failure to meet these requirements may prevent further processing of my/our application or revocation, thereof.

HARRY GUTIERREZ — APPLICANT'S NAME (PLEASE PRINT)

SIGNATURE

2-20-18 — DATE

ZONE CHANGE APPLICATION SUPORTING DOCUMENTS:

REZONING FROM: "C" (Commercial) & "R-2" (Multi-Family) Zones
TO : FULL "C" (Commercial) Zone

For Lot 1143-R1, Barrigada, Guam

FOR : LF Corporation (Owner/Lessee)

ATTACHMENTS:

Ownership / Lease Agreement (Ground Lease)
Affidavit of Authorization
Environmental Impact Assessment (EIA) Short form
Site Location & Land Use Radiuses Map
Proposed Development Site Plan / Rendering of Complex
Foundation Permit
Official Survey Map

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is made and entered into this 16th day November, 2015, by and between the **ESTATE OF ISABEL G. NELSON**, by and through its Administrator, ELIZABETH N. RABE, whose address is 277 Chalan Santo Papa, Hagåtña GU 96910, ("Lessor") and **LF CORPORATION,** whose address is 148 East Marine Corps Dr., Dededo, Guam 96929 ("Lessee").

RECITALS

WHEREAS, Lessor owns the parcel of land described herein below, and Lessor desires to lease such land to Lessee and Lessee desires to lease the same from Lessor; and

WHEREAS, Lessor and Lessee mutually desire and agree to enter into this Lease to define their rights, duties and obligations relating to the lease of the subject parcel of land.

NOW, THEREFORE, in consideration of the premises and the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee enter into this Lease and agree as follows:

1. DEMISE OF LEASED LAND

1.1 Property. Lessor for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed by Lessee, does LEASE and DEMISE to Lessee, and Lessee does RENT and ACCEPT from Lessor, the real property situated in Maite , Guam, more particularly described as: as portion of Lot No. 1143-R1, Maite, Guam, consisting of approximately 17,424 square meters (the "Property") and as more particularly described on Exhibit A.

1. 2. Title. Lessor owns a fee simple interest in the Property.

2. LEASE TERM AND OPTION TO EXTEND

2.1. Term. The term of this Lease shall be for a period of fifty (50) years, to begin on January 1, 2016 (the "Commencement Date") and end at midnight fifty (50) years after the Commencement Date (the "Initial Term"), unless sooner terminated or extended as hereinafter provided.

2.2. Option to Extend. Lessee shall have the option to extend the Initial Term of this Lease for one (1) additional term of twenty (20) years upon the same terms, covenants and conditions as provided herein. To exercise said option, Lessee must no later than ninety (90) days prior to expiration of the Initial term, provide written notice to Lessor of its election to exercise said option. The Initial Term and the extended term are sometimes referred to collectively herein as the "Term."

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2.3. Holding Over. Should Lessee holdover in occupancy of the Property after the expiration or other termination of the Term of this Lease, without the consent of Lessor, such holding over shall be as a tenant at sufferance and Lessee shall be liable to Lessor for use and occupancy equal to the greater of one hundred fifty (150%) percent of then-current market value rent or one hundred fifty (150%) percent of the Fixed Rent and additional rent in effect at the end of the Term, and if such holdover persists for (i) over (30) days or (ii) ten (10) days after Lessor notifies Lessee that Lessor has entered into a letter of intent or lease or other occupancy agreement with a third party with respect to the Property, then Lessee shall also be liable for all damages sustained by Lessor on account of such holding over (including any loss rent or consequential, special or indirect damages). The provisions of this Section shall not operate as a waiver of any right of reentry provided in this Lease.

3. RENT, ESCALATION, TAXES AND UTILITIES

3.1. Rent. Lessor agrees that the Lessee shall pay Lessor, for each month during the Initial Term beginning on the Rent Commencement Date defined below, rent for the Property the sum of Thirteen Thousand Seventeen Dollars and Fifty Cents ($13,017.50) per month, in advance, on the first day of each month, subject to escalation pursuant to Section 3.3.

3.2. Rent Commencement Date. Lessee shall not be obligated to pay any rent or any other amount due hereunder prior to the "Rent Commencement Date," which shall be ten (10) months from the "Commencement Date" as defined in Section 2.1 of this Agreement.

3.3. Escalation. At the end of each fifth (5th) year of the Initial Term from the Commencement Date, and any extensions of the Initial Term of this Agreement, the monthly rental shall be increased by seven percent (7%) of the prior effective monthly rental.

3.4. Advance Rental Payment. Within five (5) days of the approval of this lease by Superior Court of Guam under PR 121-12, In Re The Estate of Isabel G. Nelson, Lessee shall make an advance rental payment to Lessor in the amount of One Hundred Fifty Six Thousand Nine Hundred Six Dollars ($156,906.00) (the "Advance"). The Advance shall be applied against the monthly rental payments due for the twelve (12) months of the Initial Term after the Rent Commencement Date.

3.5. Taxes. Lessee agrees to pay direct to the taxing authorities all real property taxes, special taxes, charges or assessments of every kind and nature assessed by any governmental authority on the Property which Lessor shall become obligated to pay because of or in connection with the ownership, leasing and operation of the Property, including street improvement liens, if any, and all property taxes on personal property located on the Property, levied or assessed upon or against the Property during the term of this Lease.

3.5.1. Contesting Taxes. Nothing herein contained shall prevent Lessee from contesting in good faith and at its own cost, by any appropriate proceedings commenced before the same becomes delinquent, the validity or amount of any such tax, assessment or charge, nor require the payment thereof until the final determination of such contest adversely to Lessee; provided, however, that Lessee will pay all such taxes, assessments or charges, together with all

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interest, penalties, fines and costs accrued thereon or imposed in connection therewith, forthwith upon the commencement of proceedings to foreclose any lien which may attach to the Property or any interest or part thereof; and provided, further, that if Lessee shall fail to pay any such taxes, assessments or other charges as herein provided, Lessor may at any time thereafter pay the same, together with any interest, penalties, fines and costs accrued thereon or imposed in connection therewith, and Lessee will repay to Lessor upon demand therefor the full amount so paid by Lessor, together with interest thereon at the rate of one and one-half percent (1 1/2%) per month.

3.5.2. Change in Taxing System. If at any time during the Term the present system of ad valorem tax of real property shall be changed so that in lieu of the whole or any part of the ad valorem tax on real property, there shall be assessed on Lessor a capital levy or other tax on the gross rents received with respect to the Property, or a federal, territorial, municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge measured by or based, in whole or in part, upon any such gross rents, then any and all of such taxes shall be included within the term "Real Estate Taxes for the Property"

3.6. Lessee to Pay Utility Charges. Lessee shall pay or cause to be paid all charges for water, gas, electricity, sewer, telephone and any and all other utilities used upon the Property throughout the term of this Lease, including any connection fees.

3.7. Net Return to Lessor. It is the purpose and intent of the Lessor and the Lessee that this Lease is a net lease and that the rent shall be absolutely net to the Lessor so that this Lease shall yield, net, to the Lessor, the monthly rental payments plus adjustments specified herein at the times specified herein, during the entire term of this Lease, free of any charges, assessed, or imposed on or against the Property, and without abatement, deduction, or setoff, including, without limiting the generality of the foregoing, any defense, set-off or counterclaim which the Lessee may have or assert against the Lessor or any other person, for the failure of the Lessor to perform any of Lessor's agreements contained in this Lease Agreement or in any other agreements of the Lessor with Lessee, for the failure of the title of the Lessor to the Property, or any part of the Property, for destruction of or any damage to the Property, for any condemnation of the Property, or any part of the Property, for any eviction or constructive eviction of the Lessee from the Property, for any commercial frustration of purpose, or for any change in any federal, territorial or local tax or other laws. The Lessor shall not be expected or required to pay any such charges, assessments, impositions, penalties or interest, or be under any obligation or liability hereunder. All costs, expenses, taxes and obligations of any kind relating to the routine maintenance and repair, preservation, care, use, occupation and operation of the Property, including all alterations and additions as hereinafter provided, which may arise or become due during the term of this Lease shall be paid by the Lessee, and the Lessor shall be indemnified and held harmless from and against such costs, expenses, and obligations.

4. USE OF PROPERTY AND INDEMNITY

4.1. Use. Lessee may use the Property for any lawful purpose whatsoever.

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4.2. Waste and Unlawful Use. Lessee shall not make or suffer any strip or waste, nor commit or permit any ongoing and continuous unlawful act on the Property.

4.3. Compliance with Laws. Lessee covenants and agrees that during the term of this Lease, Lessee shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, territorial and municipal governments or any of their agencies, departments, bureaus, boards, commissions and officials thereof with respect to the Property, the buildings and improvements erected thereon, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against Lessor or Lessee or both. This Lease is subject to all consents, approvals and permits required by law or governmental rule or regulation. It shall be Lessee's duty and responsibility to obtain any such required consents, approvals and permits, including, but not limited to, zoning variances.

4.4. Indemnity. Lessee shall indemnify and hold harmless Lessor from any and all losses, liabilities, claims, actions, suits or complaints, of whatever nature, resulting from Lessee's performance or non-performance of the terms of this Lease. If Lessor is forced to defend itself based upon the performance or non-performance of Lessee, then Lessee must pay Lessor's attorney's fees and costs arising out of the action. Lessee shall indemnify and hold harmless Lessor from and against any and all claims (whether it be administrative or an action in a court of law), demands, expenses (including reasonable attorneys' fees and court costs) or costs for any personal injury or injuries, death, damages or loss to any person or persons or property that may be suffered or sustained by Lessee or any of its agents, servants, employees, patrons, customers, invitees, visitors, licensees, or by any other person or persons in, on or about the Property or any part thereof, arising from any and all causes whatsoever, except for the willful conduct or gross negligence of Lessor. Lessee shall also indemnify and hold Lessor harmless from and against any and all claims (whether it be administrative or an action in a court of law), demands, expenses (including reasonable attorneys' fees and court costs) or other costs related to, associated with, or caused by the presence of oil, gasoline, gasoline storage facilities (above or below ground), or other hazardous materials on the Property. As used herein, the term "hazardous materials" shall include flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials including, without limitation, any substances defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any applicable laws, ordinances or regulations now or hereafter in effect, relating to environmental conditions, industrial hygiene or hazardous materials on, under or about the Property, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Substances Transportation Act, 49 U.S.C. § 1601 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j et seq., and any similar Guam and local laws, ordinances or regulations now or hereafter adopted, published or promulgated.

4.5 Compliance with Environmental Laws and Remediation. Lessee shall not permit or cause any condition to exist on the Property which would constitute material contamination

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(meaning such contamination as would constitute a violation of federal or Guam laws or regulations or pose a danger to public health which, were prosecution or a civil action instituted, would likely result in liability that would be material relative to the value of the Property) or constitute a violation of any applicable law, rule, regulation or order. Lessee shall not cause, suffer or allow any hazardous materials to be used, generated, stored or disposed of on, under or about the Property except in accordance with applicable law. Lessee shall defend, indemnify and save harmless Lessor from and against any injuries, claims, accidents, damages, liabilities and expenses and any contamination of or injury to the Property (including reasonable counsel fees) arising out of any breach of Lessee's obligations under this Section 4.6 or any storage, use, disposal or release of the foregoing materials. Lessee shall immediately notify Lessor both by telephone and in writing of any spill or unauthorized discharge or release of hazardous materials occurring on the Property of which Lessee has knowledge. In the event it is determined at the termination or expiration of this Lease that the Property have been contaminated with oil, gasoline or other hazardous materials, Lessee shall promptly commence any necessary remediation efforts as may be required by law or applicable governmental authority, and Lessee shall use its best efforts to complete such remediation within not more than one (1) year. The foregoing indemnity shall be subject to Lessee being given notice of and a reasonable opportunity to respond to, negotiate, settle or defend any matter covered by such indemnity. Lessee shall bear the responsibility and liability arising only from releases and discharges of contaminants resulting from Lessee's operations. Lessee's obligations shall include the obligation to take primary action for remediation and to respond to any claim, demand or action. After the expiration or sooner termination of this Lease, Lessor shall provide for and permit such access to the Property, at no cost to Lessee, as Lessee and its employees, agents and contractors may require, for such time as is required for Lessee to meet all of Lessee's environmental obligations contemplated by this Section. Such access shall include the right to conduct such tests, take such groundwater and soil samples, excavate, remove, dispose of, and treat the soil and groundwater, and undertake such actions as are necessary in the sole discretion of Lessee. To the extent practical, Lessee shall undertake the actions necessary to complete its remediation in a manner that will not unreasonably disrupt the operations of Lessor on the Property or tenants occupying adjacent property. In the event, however, that any environmental remediation is required and Lessee's remediation activities render the Property untenantable or materially limits the ability of Lessor or any new tenant from occupying or using the Property, then, in such event, Lessee shall, until the remediation activities are completed or the Property are no longer untenantable or are able to be used without material restriction, compensate Lessor by continuing to pay the monthly rental payable in the last month of the term of the Lease, or, if the Lease has already terminated and Lessee is no longer in possession, then Lessee is no longer in possession, then Lessee shall compensate Lessor by paying an amount equal to the monthly rent that would be due.

4.5.1. Lessee shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any Environmental Laws. All Lessee's activities at the Property shall be in accordance with all Environmental Laws. Additionally, Lessee shall obtain, or shall require any or all of its sublessees to obtain, any and all necessary permits. Lessee's obligations and liabilities under this section shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurs on the Property during the term of this Lease and beyond.

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4.5.2. Lessee shall immediately notify Lessor of promptly and without the need for Lessor's request, shall provide Lessor with copies of, the following:

a. Any correspondence, communication or notice, oral or written, to or from any governmental entity regarding the application of Environmental Laws to the Property or Lessee's operations on the Property including, without limitation, notices of violation, notices to comply and citations;

b. Any reports filed pursuant to any Environmental Laws or self-reporting requirements;

c. Any permits and permit applications; and

d. Any change in Lessee's operations on the Property that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under Environmental Laws.

4.5.3. In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is necessary due to or in connection with Lessee's use or occupancy of the Property and not otherwise covered in this Lease, Lessee shall within thirty (30) days after written demand for performance thereof by Lessor (or such shorter period of time as may be required under any applicable Environmental Laws, order or agreement), commence to perform, or cause to be commenced and performed, and thereafter diligently prosecuted to completion, all such Remedial Work. All costs and expenses of such Remedial Work shall be paid by Lessee including, without limitation, the charges of such contractor(s), and the reasonable fees and costs of the attorneys for Lessor incurred in connection with monitoring or review of such Remedial Work.

5. ENCUMBRANCE OF LEASEHOLD ESTATE

5.1. Leasehold Mortgages. Lessee may, without the consent or permission of Lessor, at any time and from time to time during the term of this Lease, as may be extended, encumber for any purpose by mortgage or other security instrument, by way of assignment, or otherwise, Lessee's interest under this Lease and the leasehold estate hereby created. If Lessee shall encumber and/or mortgage this Lease or its interest in the Property, then so long as any such leasehold encumbrance or mortgage shall remain unsatisfied of record, the following provisions shall apply:

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5.1.1. Consent to Cancellation. There shall be no cancellation, surrender, amendment or modification of this Lease without the prior consent in writing of any leasehold mortgagee or secured party except in accordance with the terms hereof.

5.1.2. Notice. Lessor shall, upon serving upon Lessee any notice of default as provided for herein, at the same time serve a copy of such notice upon any leasehold mortgagee or secured party, and any notice by Lessor to Lessee hereunder shall not be deemed to have been effectively given unless a copy thereof has been served upon all existing leasehold mortgagees and secured parties.

5.1.3. Remedy. Any leasehold mortgagee or secured party, in case Lessee shall be in default hereunder, shall, within the longer of the period herein provided or thirty (30) days, have the right to remedy such default, or cause the same to be remedied, and Lessor shall accept such performance by or at the instigation of such leasehold mortgagee or secured party as if the same had been performed by Lessee. For the purposes hereof, no event of default shall be deemed to exist under this Lease in respect to the performance of work required to be performed, or of acts to be done, or of conditions to be remedied, if steps shall, in good faith, have been commenced within the time permitted therefor to rectify the same and shall be prosecuted to completion with diligence and continuity. Anything herein contained to the contrary notwithstanding, upon the occurrence of an event of default, other than an event of default due to a default in the payment of money, Lessor shall take no action to effect the termination of this Lease if any leasehold mortgagee or secured party after notice from Lessor as herein provided, acts diligently and in a reasonable time thereafter to accomplish one of the following, either (i) to obtain possession of the Property (including possession by receiver), or (ii) to institute, prosecute and complete foreclosure proceedings or otherwise acquire Lessee's interest under this Lease with diligence. Such mortgagee or secured party upon obtaining possession or acquiring Lessee's interest under this Lease shall be required promptly to cure all defaults provided, however, that such mortgagee or secured party shall not be obligated to continue such possession or to continue such foreclosure proceedings after such defaults have been cured.

5.1.4. Foreclosure. Any leasehold mortgagee or secured party shall have the right at any time during the term of this Lease to realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or other remedy afforded in law or in equity or by any applicable mortgage or security documents and to transfer, convey, or assign the title of Lessee to the leasehold estate created hereby to any purchaser at any foreclosure sale, and to acquire and succeed to the interest of Lessee hereunder by virtue of any such foreclosure sale. Such mortgagee or secured party, or its assignee or designee, or other purchaser in foreclosure proceedings may become the legal owner and holder of this Lease through such foreclosure proceedings or by assignment of this Lease in lieu of foreclosure.

5.1.5. Mortgagee as Assignee. No such leasehold mortgagee or secured party shall be liable to Lessor as an assignee of this Lease unless and until such time as such mortgagee or secured party shall acquire the rights of Lessee hereunder through foreclosure or other appropriate proceedings, or as a result of any other action or remedy provided for by any applicable mortgage or security document, or which may otherwise be provided by law. If any leasehold

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mortgagee or secured party shall acquire title to Lessee's interest in this Lease, by foreclosure, assignment in lieu of foreclosure, assignment from a designee, or under a new lease as provided herein, such mortgagee or secured party may assign such interest or lease and shall thereupon be released from all liability and obligation for the performance or observance of the covenants and conditions of this Lease or such new lease after the date of such assignment, provided that the assignee shall have assumed this Lease or such new lease.

5.1.6. Estoppel Certificates. Lessor agrees, at any time and from time to time, at no cost or expense to Lessee, upon request of Lessee, to execute, acknowledge and deliver to Lessee for the benefit of Lessee or any actual or potential lender, creditor, investor or successor Lessee, within thirty (30) days of the request, a statement in writing certifying that this Lease is unmodified and in full force and effect and Lessee is not in default (or if modified, in full force and effect as modified and stating the modifications, or if there is any default stating such default), the dates to which rent or other sums have been paid in advance and setting forth such further information with respect to this Lease or the Property as may be requested thereon, it being understood that any such statement delivered pursuant hereto may be relied upon by Lessee or any actual or prospective purchaser, mortgagee, assignee, beneficiary or other party. Lessor's failure to deliver such statement within such time shall be conclusive upon Lessor that: (i) this Lease is in full force and effect, without modification except as may be represented by Lessee, (ii) there are no uncured defaults in Lessee's performance of its obligations hereunder, and (iii) any other information with respect to this Lease or the Property requested to be confirmed therein is true and correct.

5.1.7 No Merger. No union of the interests of Lessor and Lessee shall result in a merger of this Lease in the fee interest without the prior written consent of any leasehold mortgagee or secured party.

5.1.8. New Lease. If this Lease shall terminate for any reason, Lessor agrees that the holder of any mortgage or secured interest upon the Property, or any portion thereof, shall have the right, for a period of thirty (30) days subsequent to such termination, to elect to demand a new lease of the Property or the relevant portion thereof. Such new lease shall be for a term commencing on the date of the termination of this Lease, and expiring on the same date stated in this Lease as the fixed date for the expiration thereof. The rent and all provisions, covenants and conditions of such new lease shall be the same as the rent, provisions, covenants and conditions of this Lease, including any options to renew or extend the term hereof, except that the liability and obligation of any mortgagee or secured party or its assignee or designee under such new lease shall not extend beyond the period of its occupancy thereunder. If any such leasehold mortgagee or secured party shall elect to demand such new lease within such period, it shall give written notice to Lessor of such election and within fifteen (15) days thereafter, Lessor and such leasehold mortgagee or secured party or its assignee or designee shall execute and deliver such new lease upon said rent, provisions, covenants and conditions. If the holder of such mortgage or security interest shall elect to demand such new lease as provided herein, Lessor agrees, upon request and at the expense of said holder, to institute and pursue diligently to conclusion the appropriate remedy or remedies to oust or remove Lessee from the Property.

5.1.9. Amendments. Lessor and Lessee shall cooperate in including in this Lease

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by suitable amendment, from time to time, any provision which may reasonably be requested by any proposed construction or "take-out" leasehold mortgagee, for the purpose of implementing the leasehold mortgage, protection provisions contained in this Lease in allowing such mortgagee reasonable means to protect or preserve the lien of the leasehold mortgage on the occurrence of a default under the terms of this Lease. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Lease nor otherwise in any material respect adversely affect any rights of Lessor under this Lease.

6. REPAIRS AND RESTORATION

6.1. Lessee's Duty to Repair. Lessee, at Lessee's own cost and expense, at all times during the term of this Lease, agrees to keep and maintain, or cause to be kept and maintained, all buildings and other improvements erected on the Property in good condition and a good state of appearance and repair, reasonable wear and tear excepted.

6.2. Damage or Destruction – Repair. If the Property, any building or other improvement, or any part thereof are damaged or destroyed by reason of any cause whatsoever, Lessee shall within one hundred twenty (120) days, commence and diligently pursue to completion the repair or reconstruction of such buildings and improvements on the Property, and this Lease shall remain in full force and effect.

7. ASSIGNMENT AND SUBLEASE

7.1. Lessee may assign, mortgage or hypothecate this Lease in whole or in part, or sublet all or any part of the Property without the prior consent of Lessor.

8. DEFAULT AND REMEDIES

8.1. Termination by Lessor on Specified Defaults. If Lessee shall default in the payment of rent on the date provided for in this Lease and such rent default continues for a period of thirty (30) or more days, or in the event that Lessee shall default or fail in the performance of a covenant or agreement on his part to be performed in this Lease other than the payment of rent, and such non-rental default shall not have been cured for a period of sixty (60) days after written notice of said default from Lessor, or if such default cannot, with due diligence, be cured within thirty (30) days, and Lessee shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy it (it being intended in connection with a default not susceptible of being cured by Lessee with due diligence within thirty (30) days that the time within which to remedy same shall be extended for such period as may be necessary to complete the same with due diligence), then, and in such case, it shall and may be lawful for Lessor, at Lessor's option, upon thirty (30) days prior written notice, terminate this Lease.

8.1.1. Other grounds for default. If, after the commencement of the term of this Lease, (i) Lessee shall be adjudicated a bankrupt or adjudged to be insolvent; (ii) a receiver or trustee shall be appointed for Lessee's property and affairs; (iii) Lessee shall make an assignment

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for the benefit of creditors or shall file a petition in bankruptcy for insolvency or for reorganization or shall make application for the appointment of a receiver; or (iv) any execution or attachment shall be issued against Lessee or any of Lessee's property, whereby the Property or any building or buildings or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution, or attachment shall not be set aside, vacated, discharged, or bonded within ninety (90) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of this section 8.1 shall become effective and Lessor shall have the rights and remedies provided herein.

8.1.2. Peaceable Surrender. Should the term of this Lease at any time be ended under the terms and conditions of this section 8.1, or in any other way, Lessee hereby covenants and agrees to surrender and deliver up the Property peaceably to Lessor immediately upon the termination of the term.

8.2. Other Remedies. Any termination of this Lease as herein provided shall not relieve Lessee from the payment of any sum or sums that shall then be due and payable to Lessor thereunder or any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default thereunder. All rights, options, and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive to the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

8.3. Continuation of Lease During Breach. At Lessor's option, if Lessee has breached this Lease and abandoned the Property, no notice of termination will be given and this Lease will continue in effect for so long as Lessor does not terminate Lessee's right to possession. Lessor may in that case enforce all its right and remedies under this Lease, including the right to recover rent as it becomes due.

8.4. No Waiver of Default. Lessor's failure to take advantage of any default or breach of covenant on the part of Lessee shall not be, or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Lease be construed to waive or to lessen the right of Lessor to insist upon the performance by Lessee any term, covenant, or condition hereof, or to exercise any rights given it on account of any such default. A waiver of a particular breach, or default, shall not be deemed to be a waiver of the same or any other subsequent breach of default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any term, or condition of this Lease.

9. SURRENDER AND REMOVAL

9.1. Surrender of Possession. Upon the expiration of the term of this Lease or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Property and all buildings and improvements thereon in good and orderly condition. Provided however at Lessor's sole option and within sixty (60) days prior to the expiration of the initial lease term and any

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extensions thereto, or within seven (7) days, if this lease is terminated earlier, upon written notice by Lessor to Lessee, Lessee shall completely remove any buildings and any other improvements requested by Lessor to be removed within thirty (30) days of such written notice, and Lessee shall restore the remaining Property to good and orderly condition.

10. LANDLORD'S GENERAL PROTECTIVE PROVISIONS

10.1. Performance of Lessee's Obligations After Notice or Without Notice in Emergency. If Lessee shall default in the performance of any covenant or condition in this Lease required to be performed by Lessee, Lessor may, after thirty (30) days' notice to Lessee, or without notice if in Lessor's opinion an emergency exists, perform such covenant or condition for the account and at the expense of Lessee. If Lessor shall incur any expense, including reasonable attorneys' fees, in instituting, prosecuting, or defending any action or proceeding instituted by reason of any default of Lessee, Lessee shall reimburse Lessor for the amount of such expense. Should Lessee, pursuant to this Lease, become obligated to reimburse or otherwise pay Lessor any sum of money in addition to the basic rent, the amount thereof shall be deemed additional rent and may, at the option of Lessor, be added to any subsequent installment of the basic rent due and payable under this Lease, in which event Lessor shall have the remedies for default in the payment thereof provided by this Lease. The provisions of this section 10.1 shall survive the termination of this Lease.

10.2. Release of Lessor After Sale. In the event of a sale or conveyance by Lessor of the Property or any part containing the Property, Lessor shall be released from any future liability upon any of the covenants or conditions, expressed or implied, in favor of Lessee, and in such event, Lessee agrees to look solely to the responsibility of the successor in interest of Lessor in and to this Lease.

10.3. Lessor's Right to Cure Default. In the event Lessee shall fail to pay and discharge or caused to be paid and discharged, when due and payable any tax, assessment, or other charge upon or in connection with the Property, or any lien or claim for labor or material employed or used in or any claim for damages arising out of the construction, repair, restoration, replacement, maintenance, and use of the Property and the improvements, or any judgment on any contested lien or claim, or any insurance premium or expense in connection with the Property and improvements, or any other claim, charge, or demand which Lessee has agreed to pay or caused to be paid under the covenants and conditions of this Lease, and if Lessee, after thirty (30) days written notice from Lessor to do so, shall fail to pay and discharge the same, then Lessor may, at its option, pay any such tax, assessment, insurance expense, lien, claim, charge, or demand, or settle or discharge any action therefor, or judgment thereon, and all costs, expenses, and other sums incurred or paid by Lessor in connection with any of the foregoing shall be paid by Lessee to Lessor upon demand, together with interest thereon at the rate of one percent (1%) per month from the date incurred or paid, and any default in such repayment shall constitute a breach of the covenants and conditions of this Lease.

11. CONDEMNATION

11.1. Consequences of Condemnation. In the event during the term of this Lease the

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Property or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then and in every such case the estate and interest of Lessee in any part of the Property so taken or condemned shall at once cease and terminate; and the rental to be paid under this Lease shall be reduced for and during the unexpired balance of the term hereof, effective as of the date when Lessee shall by reason of such taking or condemnation lose the right to possession of such part of the Property, in an amount which shall be that proportion of the rental which is equivalent to the reduction in the area of the Property as a result of the taking or condemnation, and Lessor shall refund to Lessee any unearned portion of the rental thereof paid in advance prior to the effective date of such taking or condemnation.

11.1.1. Compensation and Damages. In every such case of taking or condemnation of the Property or any part thereof, all compensation and damages payable for or as a result of such taking or condemnation shall be payable to and be the property of Lessor and Lessee, as their respective interest may appear.

11.1.2. Termination of Lease. In the event only part of the Property shall be so taken or condemned, and either the balance of the Property is unsuitable for the purpose for which leased to Lessee, or all of the buildings on the Property shall be so taken or condemned, or only a part of the buildings shall be so taken or condemned, thereby rendering the remaining portion of the buildings unsuitable for Lessee's purposes under this Lease, and Lessee shall remove all remains of said buildings and any other improvements from the balance of the Property and restore the Property to good and orderly condition under its option as herein provided, then and in every such case Lessee shall have the right at its option, by giving prior written notice thereof to Lessor within sixty (60) days after such event, to terminate this Lease. Upon such termination Lessee shall be relieved of all further obligations under this Lease, and Lessor shall refund to Lessee any unearned portion of the rental therefor paid in advance prior to the effective date of such termination.

11.1.3. Temporary Taking.. In the event of a taking of the Property or any part thereof for temporary use, this Lease shall be and remain unaffected thereby and rent shall not abate. If a temporary condemnation remains in effect at the expiration or earlier termination of this Lease, Lessee shall then pay to Lessor a sum equal to the reasonable cost of performing any obligations required of Lessee with respect to the surrender of the Property. If a temporary condemnation is for a period that extends beyond the Term, this Lease will terminate as of the date of occupancy by the condemning authority and any award will be distributed in accordance with Section 11.1.1.

12. INSURANCE

12.1 Lessee's Obligations. Lessee shall, at Lessee's expense, obtain and keep in force at all times the following insurance:

12.1.1 Casualty Insurance. Casualty insurance insuring the improvements against fire, and extended coverage (including "all risk" coverage, typhoon, earthquake and volcanic action, and flood and surface water insurance, if applicable) for the full

ER / Lessor Lessee

replacement cost of the improvements, with deductibles and the form and endorsements of the coverage as selected by Lessor, together with, at Lessor's option, rental value insurance against loss of Rent in an amount equal to the amount of Rent for a period of at least twelve (12) months commencing on the date of loss. All proceeds from the casualty insurance policies shall be used for the repair or replacement of the property damaged or destroyed and the deductible amounts under the casualty insurance policies shall be paid by Lessee. In the event the Lease is terminated to pursuant to Section 4.1, all proceeds from any casualty insurance shall be paid to the Lessor and Lessee shall also pay to Lessor any applicable deductible.

12.1.2 Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than $3,500,000 per occurrence and $ 5,000,000 *general* aggregate per location if Lessee has multiple locations, providing coverage for, among other things, blanket contractual liability, premises, products and completed operations, and personal and advertising injury coverage. Lessee's commercial general liability insurance shall name Lessor, any other party reasonably requested by Lessor, as additional insureds (collectively, the "Additional Insured Parties"). This coverage shall be written on the most current ISO CGL form, shall include blanket contractual liability, broad form property damage liability, premises/operations and products/completed operations hazards. Such insurance shall be written on an occurrence basis and contain a standard separation of insureds provision.

12.1.3. Personal Property Insurance. "All risk" property insurance, including theft sprinkler leakage, boiler and machinery coverage on all of Lessee's trade fixtures, furniture, inventory and other personal property in the Property, and on any alterations, additions, or improvements made by Lessee upon the Property all for the full replacement cost thereof. Lessee shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory and other personal property and for the restoration of Lessee's improvements, alterations, and additions to the Property. Lessor shall be named as loss payee with respect to alterations, additions, or improvements of the Property. Lessor reserves the right to request Lessee to have an appraisal of its trade fixtures, furniture, inventory and other personal property in the Property done not more than once every three (3) years during the Term at Lessee's sole cost.

12.2 Additional Insurance. Lessor may also carry any other insurance that Lessor deems prudent or advisable, including, without limitation, liability insurance in any amounts and on any terms acceptable to Lessor. Lessee will pay to Lessor an amount equal to the premiums due on that insurance within fifteen (15) days after delivery to Lessee by Lessor of an invoice for any premiums. Lessor may, at Lessor's option, elect to collect the premiums from Lessee in advance, on a monthly or quarterly basis, based on Lessor's reasonable estimate of the premiums. If the amount of monthly or quarterly payments for estimated premiums received by Lessor from Lessee are more or less than the actual premiums due, an appropriate adjustment will be made by Lessor and Lessee.

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Lessor

Lessee

12.3 General Insurance Provisions.

12.3.1 Insurance Companies. All policies required to be carried by Lessee hereunder shall be issued by and binding upon an insurance company licensed to do business Guam with a rating of at least "A – X" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by Lessor. Lessee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Liability insurance maintained by Lessee shall be primary coverage without right of contribution by any similar insurance that may be maintained by Lessor

12.3.2 Certificates of Insurance. Certificates of insurance, acceptable to Lessor, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Lessor prior to delivery or possession of the Property and ten (10) days following each renewal date. Certificates of insurance shall include an endorsement for each policy showing that the Additional Insured Parties are included as additional insureds on liability policies and that Lessor is named as a loss payee on the property insurance. Further, Lessee shall endeavor (which such effort shall include paying any additional premium or costs required by the insurer) to have the insurer include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to Lessor (or with the maximum length of notice permitted by such insurer); provided that if the insurer does not offer such an endorsement, Lessee shall obtain an endorsement for each policy whereby the insurer shall give Lessee (i) at least ten (10) days' prior written notice of any cancellation for nonpayment of premium, and (ii) at least thirty (30) days' prior written notice for cancellation for any other reason, material change or lapse of insurance; provided, further, that Lessee shall promptly deliver to Lessor a copy of any such written notice received by Lessee, which written notice shall be given to Lessor at least five (5) days prior to any cancellation set forth in the preceding clause (i), and at least twenty (20) days prior to any such cancellation, material change or lapse of insurance set forth in the preceding clause (ii). The above requirements shall apply equally to any contractor or subcontractor engaged by Lessee's contractor. If Lessee fails to maintain any insurance required in this Lease, Lessee will be liable for all losses and costs resulting from that failure; Lessor will have the right, but not the obligation, to obtain insurance on behalf of Lessee, and Lessee will immediately on demand pay Lessor the premiums on the insurance; and Lessor may declare a default under this Lease.

12.3.3 Primary Coverage. All insurance to be maintained by Lessee must, except for workers' compensation and employer's liability insurance, be primary, without right of contribution from insurance of Lessor. Any umbrella liability policy or excess liability policy must provide primary insurance. The limits of insurance maintained by Lessee will not limit Lessee's liability under this Lease.

12.3.4 Waiver of Subrogation. Lessee waives any right to recover against Lessor for damages to Lessee's Property covered by insurance. This fully waives, for the benefit of Lessor, any rights and claims that might give rise to a right of subrogation in

ER Lessor Lessee

favor of any insurance carrier. The coverage obtained by Lessee pursuant to this Lease must include, without limitation, a waiver of subrogation endorsement.

12.4 Indemnification. Lessor will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, or for any damage or inconvenience that may arise through repair or alteration of any part of the Property or failure to make any repair. Lessee will indemnify and defend Lessor, by counsel acceptable to Lessor, against any liabilities, including reasonable attorney's fees and court costs, arising out of or relating to the following:

12.4.1 claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Property, or from activities of Lessee, Lessee's invitees, or anyone about the Property, or from any other cause, except to the extent caused by Lessor's negligence or willful misconduct;

12.4.2 claims for work or labor performed, or for materials or supplies furnished to or at the request of Lessee in connection with performance of any work done for the account of Lessee within the Property; and

12.4.3 claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease. The provisions of this Section 3.1 (d) will survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to the expiration or termination.

13. GENERAL PROVISIONS

13.1. Covenant to Execute Additional Instruments. Lessor and Lessee agree to execute and deliver any instruments in writing necessary to carry out the agreement, term, condition, or assurance in this Lease whenever the occasion shall arise and request for such instruments shall be made by the other party.

13.2. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

13.3. Time of Essence. Time is of the essence of this Lease, and of each provision.

13.4. Successors In Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Lessor,

ER
Lessor

Lessee

and the authorized encumbrancers, assignees, transferees, subtenants, licensees, and other successors in interest of Lessee.

13.5. Partial Invalidity. This Lease shall be subject to the laws of Guam, and if any provision of this Lease shall be held invalid, under those laws for any reason, the same shall be deemed severable from the remainder hereof and shall in no way impair the validity of this Lease and all remaining provisions of this Lease shall otherwise remain in full force and effect and shall in no way be affected, impaired, or invalidated.

13.6. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither the provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Lessor or Lessee, other than the relationship of landlord and tenant.

13.7. Broker's Commission. Lessor and Lessee acknowledges and agrees that each party shall be liable for payment of their broker's commissions in connection with the execution of this Lease to the extent they have engaged the services of a broker..

13.8. Recording. Neither party shall record this Lease without the prior written consent of the other party. Upon the request of either party, each party shall join in the execution of a memorandum of "short form" of this Lease for the purpose of recordation.

13.9. Attorneys' Fees. In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Lease by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable attorneys' fees, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if any. The court will determine who is the "prevailing party," whether or not the suit proceeds to final judgment; provided, however, that if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover its attorneys' fees.

13.10. Interest. Any sum accruing to Lessee or Lessor under the provisions of this Lease which shall not be paid when due shall bear interest at the rate of one percent (1%) per month from the date the rent was due with respect to rent and from the date written notice specifying such nonpayment is given to the defaulting party, with respect to sums due other than rent.

13.11. Late Payment of Rent. The late payment of any Rent will cause Lessor to incur additional costs, including administration and collection costs, processing and accounting expenses, and increased debt service. If Lessor has not received any installment of Rent within five (5) days after that amount is due, Lessee must pay five percent (5%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Lessor. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate per annum ("Applicable Interest Rate") equal to the greater of (a) five percent (4%) per annum plus the then federal discount rate on advances to member banks in effect at the Federal Reserve

ER
Lessor

Lessee

Bank of San Francisco as it may be adjusted from time to time or (b) ten percent (10%). However, in no event will the Applicable Interest Rate exceed the maximum interest rate permitted by law that may be charged under the circumstances. Lessor and Lessee recognize that the damage that Lessor will suffer in the event of Lessee's failure to pay these amounts is difficult to ascertain and the late charge and interest are the best estimate of the damage that Lessor will suffer in the event of late payment. If a late charge becomes payable for any three (3) installments or Rent within any twelve (12)-month period, the Rent will automatically become due quarterly in advance.

13.12. Entry. Lessor reserves the right to enter the Property upon reasonable notice (which may be oral) to Lessee (except in case of an emergency, in which case no notice would be required) to inspect the Property or the performance by Lessee of the terms and conditions of this Lease, and to show the Property to prospective tenants and to prospective purchasers and mortgagees at all reasonable times.

13.13. Modification. This Lease is not subject to modification except in writing signed by both parties.

13.14. Delivery of Rent and Notices - Method and Time. All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, registered, return receipt requested, postage prepaid, to the addresses stated in the Preamble herein, and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

13.14.1. Payment of Rent. All rents and other sums payable by Lessee to Lessor shall be by check payable to Lessor, delivered in person to the Lessor, or mailed to Lessor at the same address contained in the Preamble herein.

13.14.2. Notices to Lessor. All notices, demands, or requests from Lessee to Lessor shall be given to Lessor by personal delivery or by mailing the same to Lessor at the same address contained in the Preamble herein.

13.14.3. Notices to Lessee. All notices, demands, or requests from Lessor to Lessee shall be given to Lessee at the address contained in the Preamble herein.

13.14.4. Change of Address. Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section 12.13.

13.15. Conditioned on Court Approval. This Lease shall be subject to court approval by the Superior Court of Guam under PR 121-12, In Re The Estate of Isabel G. Nelson. In the event that this lease is not approved by the Superior Court of Guam under PR 121-12 within sixty (60) days after the commencement date, the lease shall be void ab initio and all monies received by Lessor shall be immediately returned unless a extension is agreed to by the parties of this lease.

13.16 Entire Agreement. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

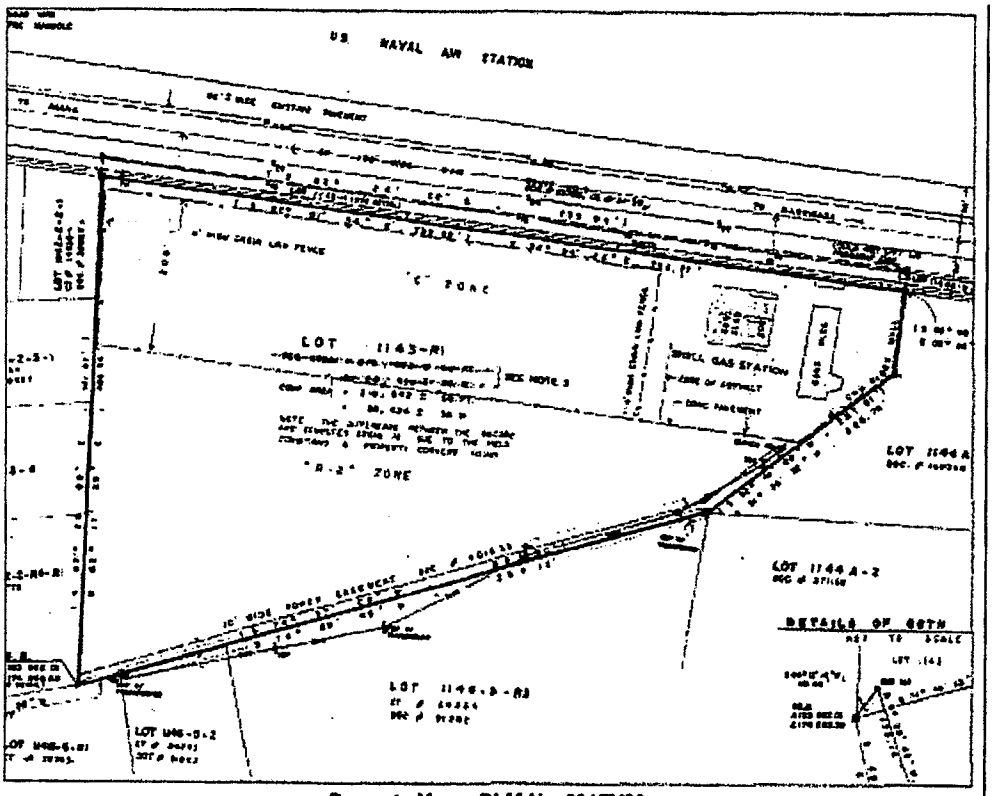
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Lessor

Lessee

EXHIBIT "A"

Description of Property

The portion of Lot No. 1143-R1, Municipality of Mongmong-Toto-Maite, as said lot is shown and delineated on the map entitled Retracement Survey of Lot 1143-R1, Municipality of Mongmong-Toto-Maite (Formerly Municipality of Barrigada), LM 681 FY93, recorded in the Records Division of the Department of Land Management under instrument no. 499522 on December 7, 1993 Land area: ±20,424 square meters (depicted below), after excluding the portion of approximately 3,000 square meters currently leased IP&E Holdings, LLC, as more particularly described on Exhibit "B" as "Lease Parcel", subject to easements and encumbrances of record.



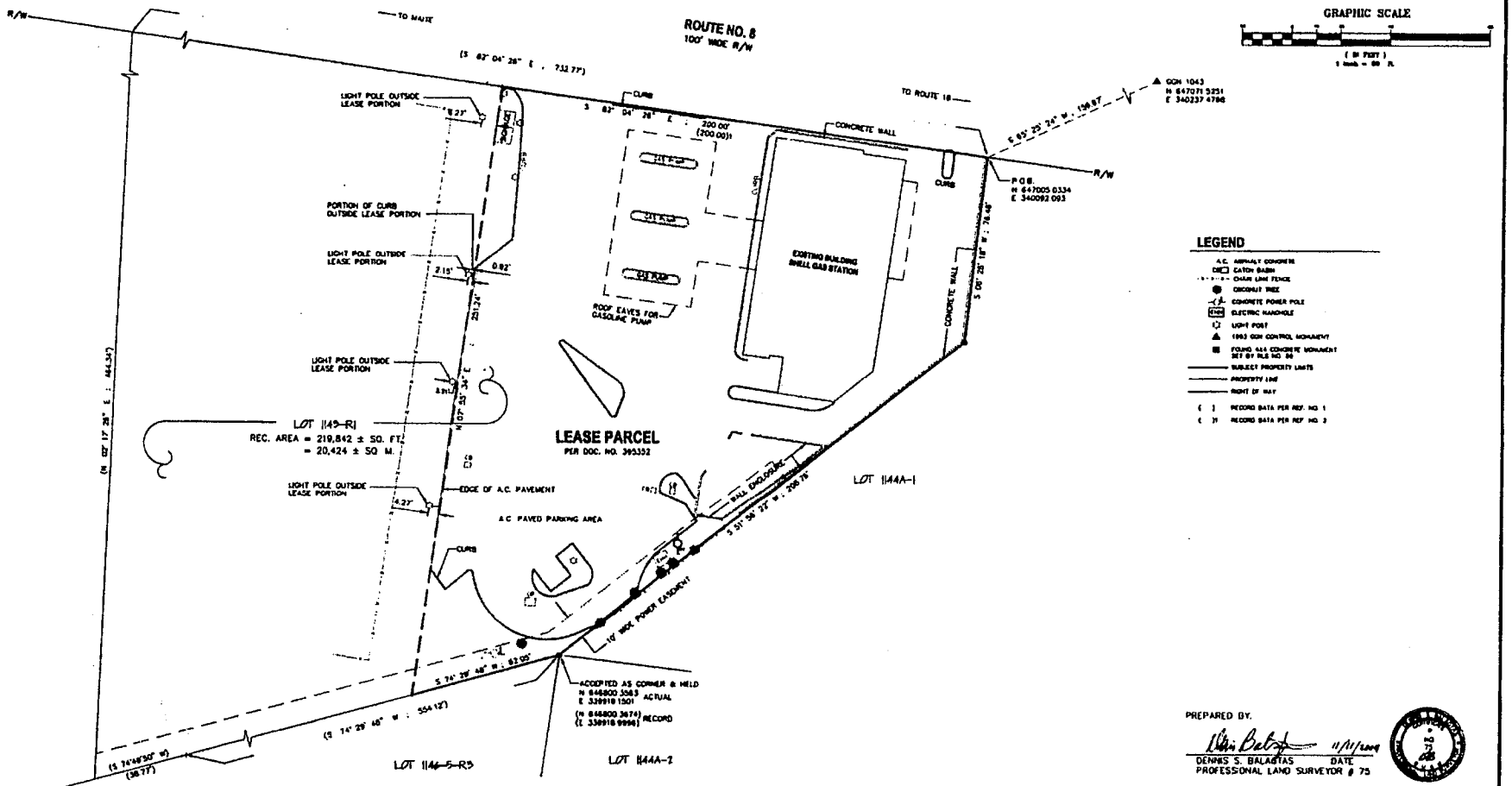
Property Map – DLM No. 681FY93

Legal Description

Lot No. 1143-R1, Municipality of Mongmong-Toto-Maite, as said lot is shown and delineated on the map entitled Retracement Survey of Lot 1143-R1, Municipality of Mongmong-Toto-Maite (Formerly Municipality of Barrigada), LM 681FY93, recorded in the Records Division of the Department of Land Management under instrument no. 499522 on December 7, 1993. Land area:±20,424 square meters.

Lessor Lessee

EXHIBIT "B"



LEGEND

- A.C. ASPHALT CONCRETE
- CB CATCH BASIN
- CHAIN LINK FENCE
- COCONUT TREE
- CONCRETE POWER POLE
- ELECTRIC MANHOLE
- LIGHT POST
- 1993 GCN CONTROL MONUMENT
- FOUND ALL CONCRETE MONUMENT SET BY RLS NO. 90
- SUBJECT PROPERTY LIMITS
- PROPERTY LINE
- RIGHT OF WAY
- ( ) RECORD DATA PER REF. NO. 1
- ( ) RECORD DATA PER REF. NO. 2

NOTES

1. HORIZONTAL CONTROL WAS BASED ON FOUND PROPERTY CORNER & 1993 GUAM GEODETIC NETWORK COORDINATES AND MONUMENTS
2. BEARINGS & DISTANCES ARE RECORD DATA, ALL OTHERS ARE 1993 GRID.
3. ALL DISTANCES SHOWN ARE IN FEET & DECIMALS THEREOF
4. FIELD WORK WAS PERFORMED IN NOVEMBER, 2009

REFERENCE

1. DWG. NO. 2081, L.M. NO. 681-FY93, RETRACEMENT SURVEY OF LOT 1143-R1, FOR LEASE PURPOSES, AS PREPARED BY RLS NO. 33, DOC. NO 498522.
2. DOC. NO. 393352, SUBLEASE AGREEMENT

PREPARED BY:

DENNIS S. BALAGTAS — DATE 11/11/2009
PROFESSIONAL LAND SURVEYOR # 75

PRUDENCIO R. BALAGTAS & ASSOC., INC.
PRUDENCIO R. BALAGTAS, P.L.S. #02

AS-BUILT SURVEY OF LEASE PORTION OF LOT 1143-R1, DOC. NO. MUNICIPALITY OF MONGMONG-TOTO-MAITE, GUAM

LESSOR
LESSEE

Doc. No. 35GL-19-0344.

GUAM ENVIRONMENTAL PROTECTION AGENCY (GEPA)
ENVIRONMENTAL IMPACT ASSESSMENT (SHORT FORM)
October 1999

GEPA has developed this EIA form for use by developers proposing projects or land use activities which may pose only insignificant environmental impacts. This form is provided as an alternative to the EIA standard format provided to satisfy the requirements of Executive Order 96-26. If potential environmental impacts and issues are assessed or determined to be significant either by the applicant or GEPA, a more detailed EIA may be required including a thorough presentation and discussion of alternatives as required by the *Guidelines for the Preparation of Environmental Impact Assessments and Statements* (GEPA October 1999).

This EIA format constitutes the minimum necessary assessment and disclosure of potential impacts for a project. This form may also be used as a preliminary scoping guide or checklist in consultation with the Agency.

Case No : _____

Project Title : **Zone Change**

1. Name, address and business telephone of applicant:

LF Corporation (owner/Lessee)
#148 East marine corps Dr., Dededo, Guam 96929

c/o Harry D. Gutierrez 482-5315 (Auth Rep/Consultant)

2. Name, title and telephone number of Representative:

Harry D. Gutierrez, Authorized Representative/Consultant, 482-5315

3. Name, title and telephone number of EIA document preparer :

Harry D. Gutierrez, Authorized Representative/Consultant , 482-5315

4. Location of the proposed project: (include tract, block, lot, municipality and a location map)

Lot 1143-R1, Barrigada, Guam, see map LM 681 FY 93

5. Describe the general nature or type of proposed project:

To construct a commercial building with retail space, office and commercial spaces, with vehicular parking area, landscaping, ponding basin on site.

6. Are the following critical environmental factors affected by the proposed project? If yes, describe the impact and state why it would not be significant. If not affected, provide reasons why. If more space is required refer to and attach additional sheets.

a. Groundwater recharge area: Yes, it appears it is within the area and will comply with all required Environmental Controls. Minimal impacts.

b. Watersheds: Yes, the site may be within the area and will comply with all required Environmental Controls. Minimal impacts.

c. Wellhead protection zone: None

d. Streams, lakes or ponds: None

e. Marine waters: None

f. Reef flats: None

g. Pristine forest: None

h. Critical habitat area: No known critical habitat or nearby exists; subject to clearances from Guam EPA and Dept of Agriculture.

i. Wetlands: None

j. Flood hazard area: None

k. Archaeological feature(s) or historical sites:

None; Subject lot has an Shell Station (3,000 square meters portion is leased), the rest is vacant . The applicant will comply to all requirements should any artifacts are found during clearing and construction phases.

7. Will the project result in any of the following environmental or infrastructure impacts?

a. Production of toxic or hazardous waste: None

b. Dislocation of existing businesses, residents or public areas:

None

c. Production of air contaminants (temporary or permanent): Yes.

Temporary dust will be generated during clearing and construction or phases of construction. All required Environmental Controls will be complied with.

No significant impact.

8. Will the project require an increase in the requirements for any of the following public services (provide estimated quantities or volumes)? If answering yes to any of these items you must describe how the impact affects current infrastructure capacity. In addition, if the applicant/developer proposes contributions or mitigation to offset impacts, describe the contribution or mitigation.

a. Drinking water:

Drinking water will be used by commercial complex and other required services on site. A commercial meter will be applied for and used. Any additional usage will be determined and will be furnished to GWA as required during review and permitting process. Water reserve tanks will be on site to augment water supply and for fire suppression requirements. No significant impact.

b. Sewage disposal (public system) :

Public sewer is available in the area. Subject to GWA approval for connection into the public sewer system and Guam EPA approval. Applicant will coordinate and comply to this requirement for connection.

c. Vehicle traffic: Daily vehicular traffic will continue day to day along Route No. 8, public access to the site will be controlled and traffic circulation will well designed for safe egress /ingress to and from the site. Adequate parking will be provided for patrons and its employees and a loading area as well.

9. Will clearing and/or grading be required (include the number of acres and a general description of site soil and slope conditions):

There is ongoing clearing and grading and excavation for foundation on the site to prepare the proposed development . All required permits have been obtained prior to any construction activity on the site.

10. Will the project utilize an individual waste water disposal system such as septic tank/leaching field system, secondary package treatment system..etc.?)

No. Applicant will comply to GWA/GEPA requirements for connection to public sewer near the R.O.W.

11. Will the project include the use of above or below ground storage tanks for fuel or water?

No. Applicant will comply, should a requirement be needed in the future.

12. Does the project require permitting, land resources, financial aid or other assistance from the federal government (please provide type of permit, issuing agency, application dates, and contact person)?

No. All financing will be funded with private funds of the applicant/owner.

13. Does the project include any special or unique features that are not covered above? None

If preliminary construction drawing, site plans, or related documents are available please provide such as attachments. For more information and assistance you may call GEPA Environmental Planning & Review Division at 475-1662/3

DECLARATION BY APPLICANT

Based on this assessment, it is reasonable to expect that this project will not result in significant adverse environmental impacts. I/we hereby declare a "finding of no significant impact".

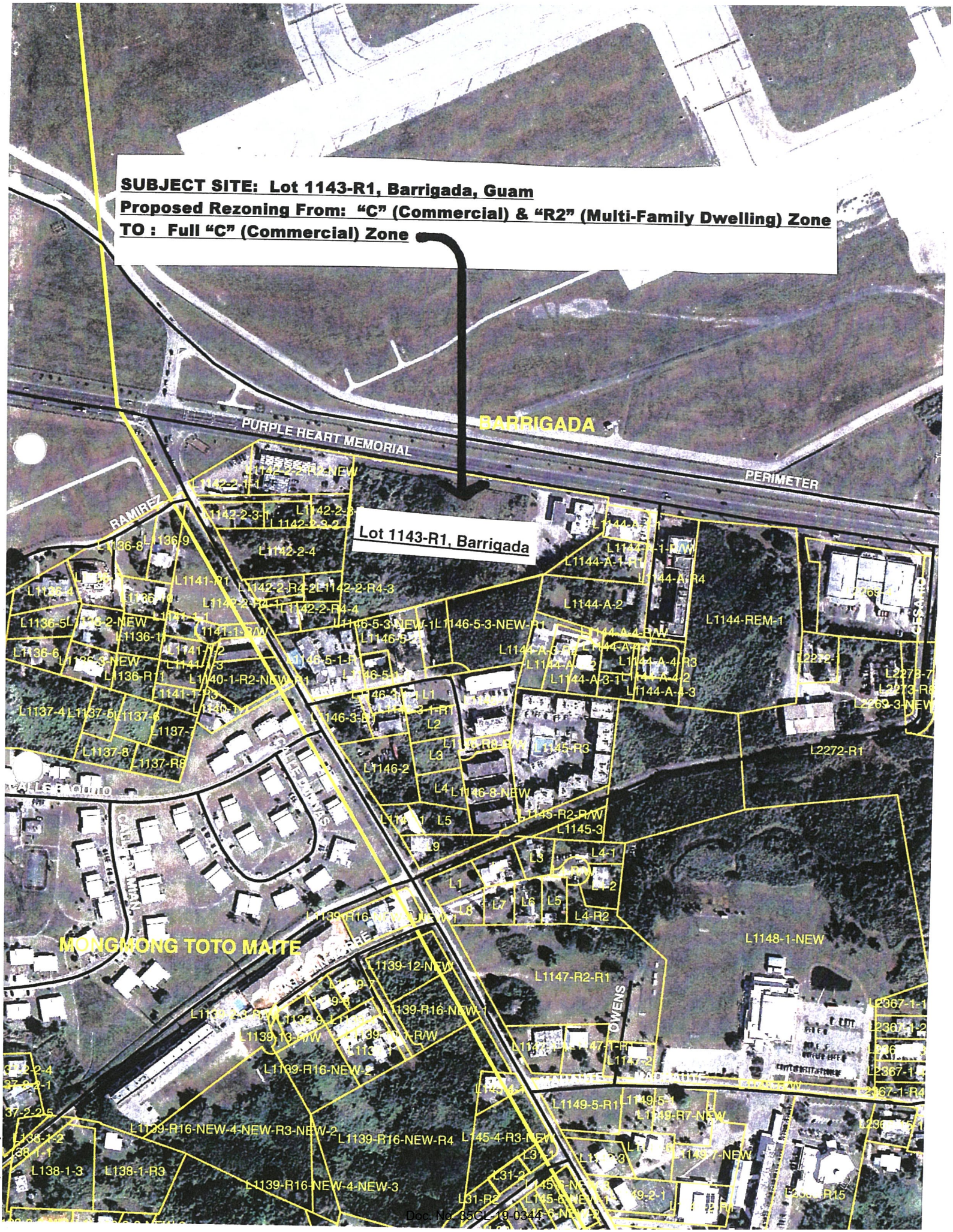
FOR: Harry D. Gutierrez, Consultant

Applicant (signature)

2/20/2018
Date

(Attached Affidavit of Authorization)

Providing false or misleading information in this assessment may constitute grounds for permit and EIA suspension or disapproval until such time as the applicant or document preparer makes all appropriate amendments or corrections as required by Guam EPA. Statements made in this form are binding for the purpose of environmental protection and the preparer and/or applicant is responsible for the timely implementation of protection and mitigation measures identified. Failure to fulfill stated avoidance, minimization or mitigation measures may also constitute grounds for Agency enforcement actions to the full extent of all applicable environmental regulations and statutes.


SUBJECT SITE: Lot 1143-R1, Barrigada, Guam
Proposed Rezoning From: "C" (Commercial) & "R2" (Multi-Family Dwelling) Zone
TO : Full "C" (Commercial) Zone
Lot 1143-R1, Barrigada
PURPLE HEART MEMORIAL
BARRIGADA
PERIMETER
RAMIREZ
MONGMONG TOTO MAITE
OWENS
L1142-2-4
L1141-R1
L1136-5
L1136-6
L1136-R1
L1137-4
L1137-5
L1137-8
L1137-R8
L1146-2
L1146-8-NEW
L1145-R3
L1145-3
L1144-A-2
L1144-REM-1
L1144-A-4-R3
L2272-R1
L1148-1-NEW
L1147-R2-R1
L1139-12-NEW
L1139-R16-NEW-1
L1139-R16-NEW-2
L1139-R16-NEW-4-NEW-R3-NEW-2
L1139-R16-NEW-R4
L1139-R16-NEW-4-NEW-3
L1149-5-R1
L1149-R7-NEW
L1145-4-R3-NEW
L138-1-3
L138-1-R3

SUBJECT SITE: Lot 1143-R1, Barrigada, Guam

Proposed Rezoning From: "C" (Commercial) & "R2" (Multi-Family Dwelling) Zone

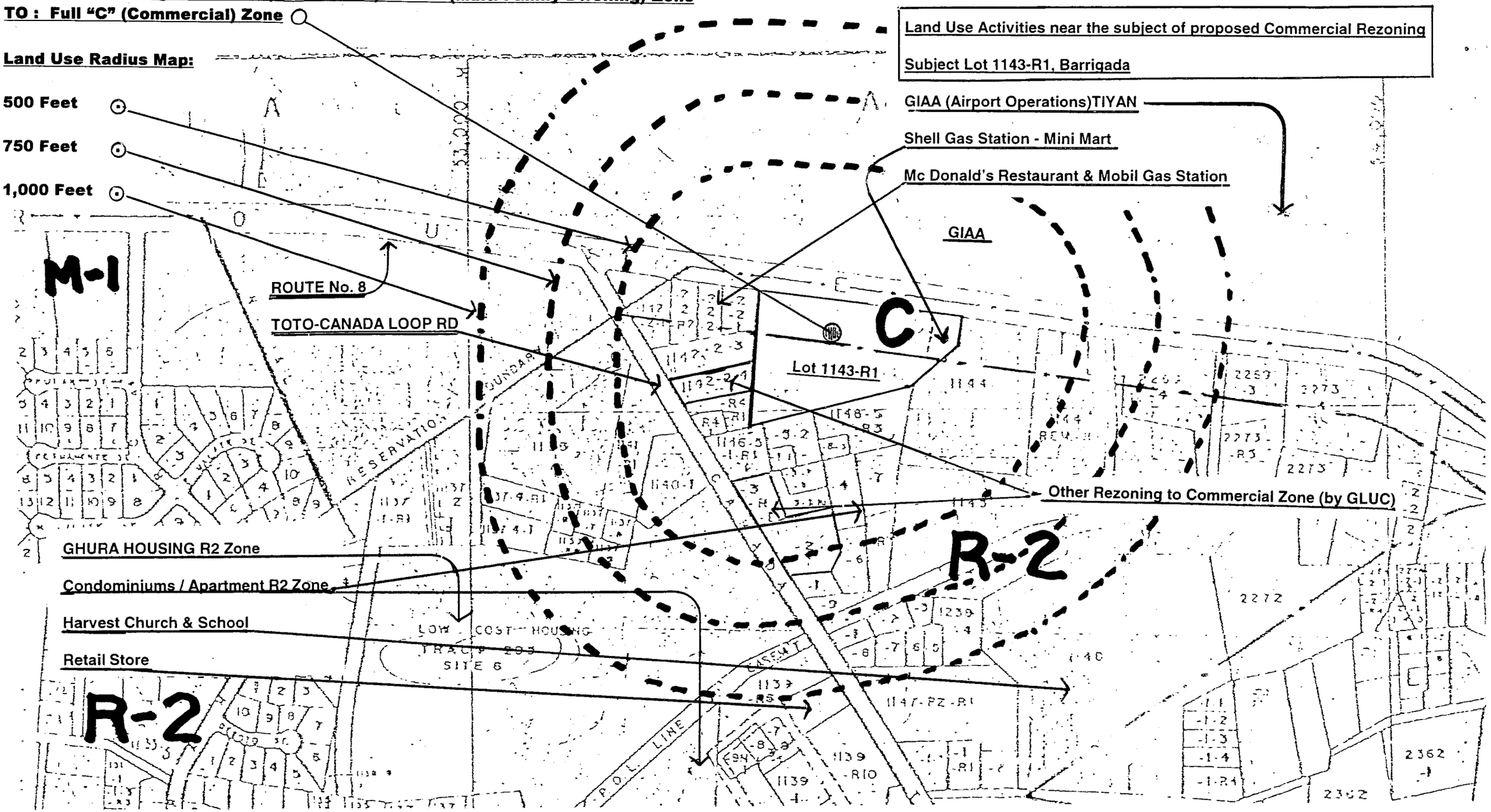
TO : Full "C" (Commercial) Zone

Land Use Radius Map:

500 Feet

750 Feet

1,000 Feet



Doc. No. 35GL-19-0344.

AREA	SIZE (SQ.FT.)
STORE	33,919.17
COMMERCIAL BLDG. 1	8,475.72
COMMERCIAL BLDG. 2	8,475.72
COMMERCIAL BLDG. 3	3,600.00
COMMERCIAL BLDG. 4	3,520.00
TOTAL AREA	57,990.61

AREA	QUANTITY
PARKING AREA	242
ADA PARKING	8
TOTAL	250

LOT 1143–R1
COMP. AREA = 219,842± SQ.FT.
= 20,424± SQ.M.

LOT 1146–5–R3

LOT 1142–2–R4–R1

LOT 1142–2–4

LOT 1142–2–3–1

LOT 1142–2–2–1

LOT 1144–A–2

LOT 1144–A–1

CPP W/ TRANSFORMER

S 74° 37' 00" W , 593.90'

S 51° 56' 22" W , 208.76'

S 06° 26' 18" W , 76.46'

55'–8"

43'–1"

16'–1"

169'–6"

N 92° 17' 26" E , 464.34'

168'–8"

62'–2"

170'–6"

68'–6"

26'–9"

41'–6"

19'

24'

29'–10"

54'

15'–9"

9'–4"

34'

266'

124'–2"

40'–5"

100'–0"

BUILDING – 1
A=8,475.72 SF

BUILDING – 2
A=8,475.72 SF

BUILDING – 3
A=3,600.00 SF

PARKING – 46 SLOTS

PARKING – 20 SLOTS

PARKING – 11 SLOTS

PARKING – 9 SLOTS

PARKING – 17 SLOTS

PARKING – 19 SLOTS

PARKING – 30 SLOTS

PARKING – 29 SLOTS

PARKING – 30 SLOTS

EDGE OF ASPHALT

SHELL GAS STATION

CONCRETE BLDG.

CONCRETE SLAB

GENERATOR ROOM

WAREHOUSE

LOADING DOCK

FROZEN

PREPARATION

OFFICE

CHILLER

—— TO BARRIGADA

1 OVER-ALL FLOOR PLAN
SCALE 1" = 30'-0"

U S N A V A L A I R S T A T I O N

Doc. No. 35GL-19-0344.

NO.	DESCRIPTION	DATE
	REVISION	

OWNER: AMERICAN GROCERY

SHEET CONTENT:

PROJECT: PROPOSED COMMERCIAL COMPLEX

LOCATION: LOT 1143–R1 TOTO, GUAM

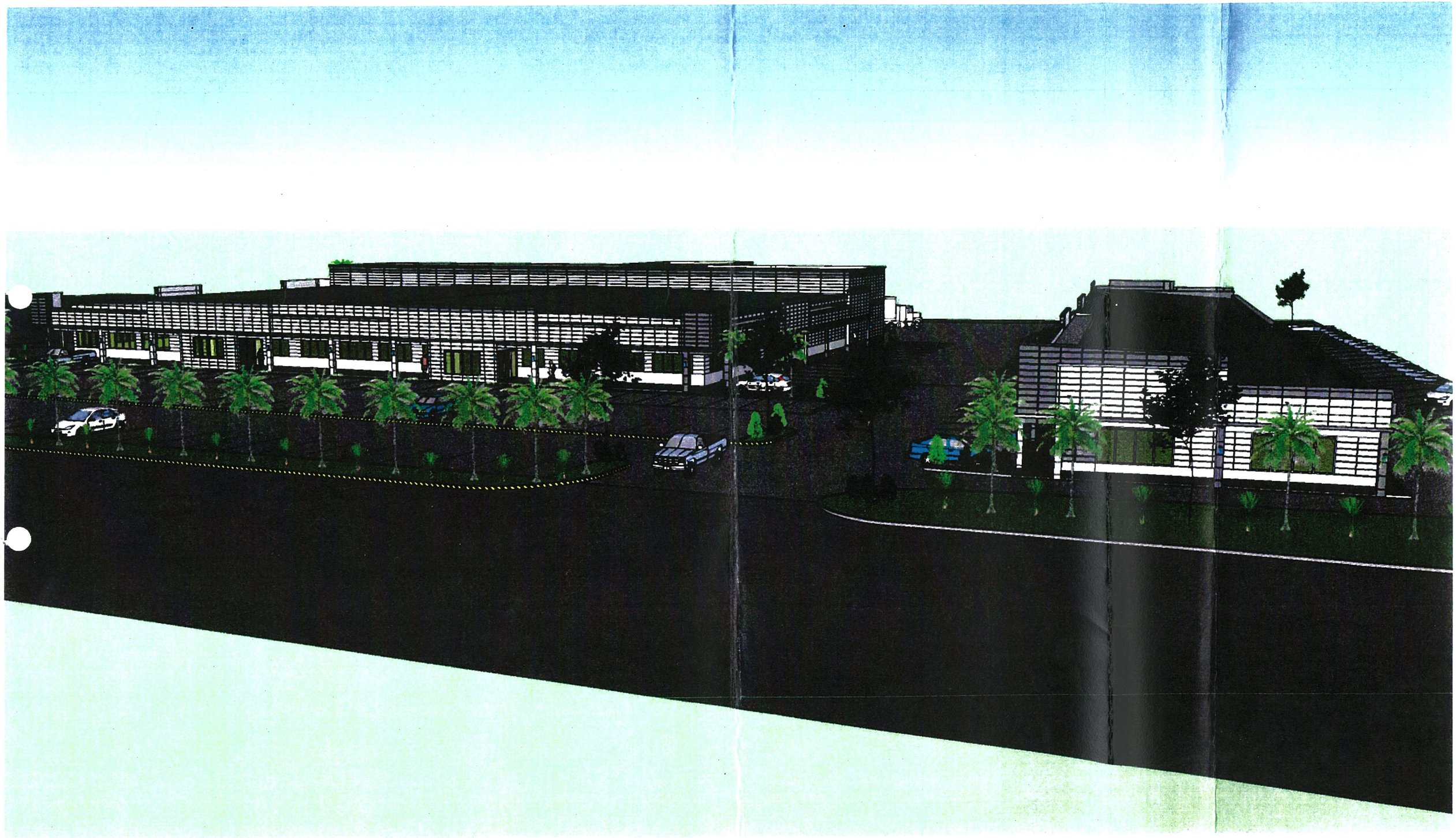
THIS WORK WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

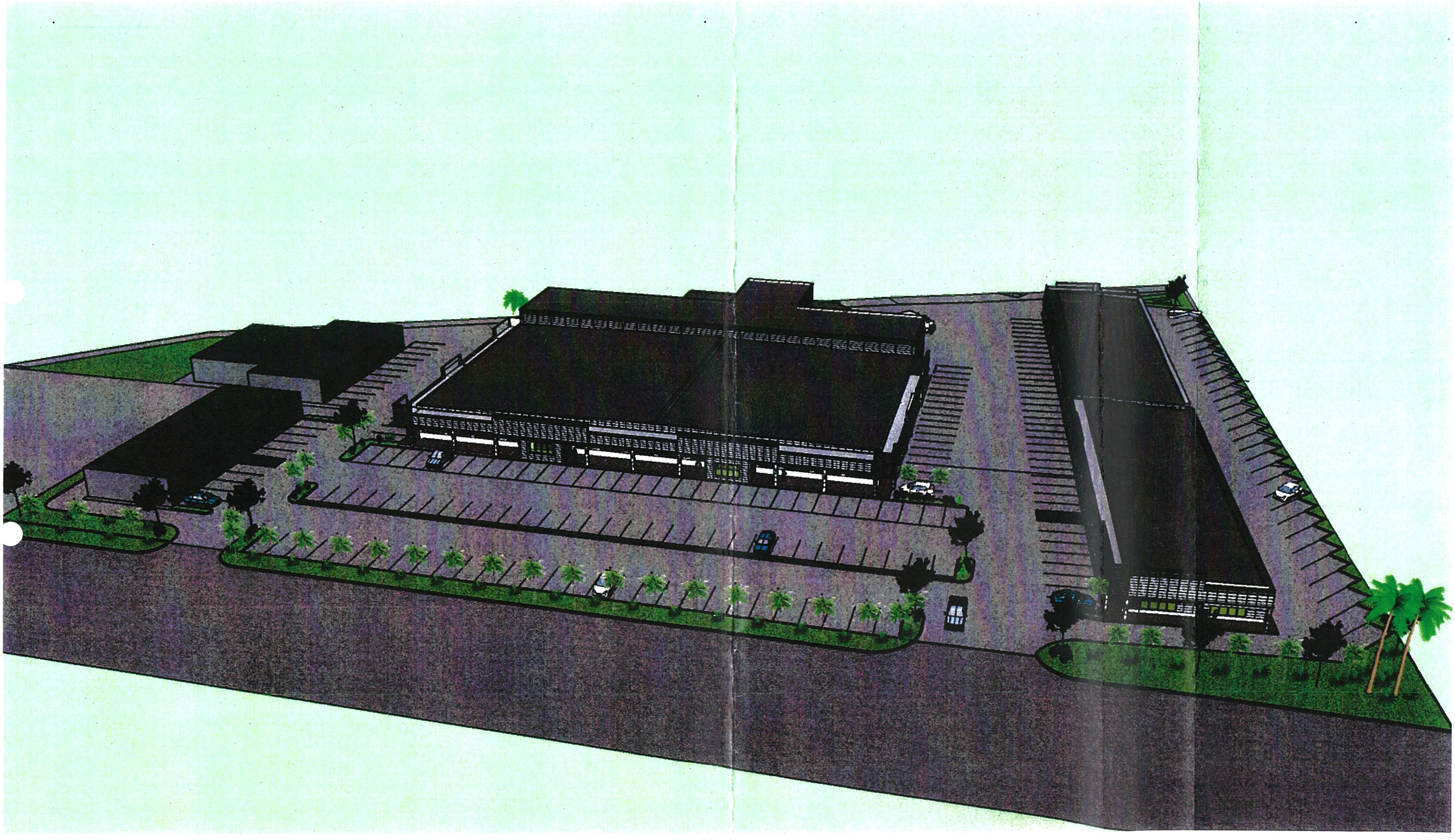
PROJECT NUMBER	P-????
DESIGNED:	DRAWN: RAR,GU,MD
CHECKED:	SUPV:
APPROVED:	DATE: JUL, 2015

DRAWING NO.

A-0.1.0

SHEET ___ OF 00





Doc. No. 35GL-19-0344.

The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lt. Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

GLENN LEON GUERRERO
Director
FELIX BENAVENTE
Deputy Director

DEPARTMENT OF PUBLIC WORKS
BUILDING PERMITS & INSPECTION SECTION
The Permit Center

APPLICATION FOR FOUNDATION

NAME OF APPLICANT: WONG TZE LOK / LF CORP

PROJECT NAME: PROPOSED CONSTRUCTION OF COMMERCIAL PLEX. COMPLEX

ADDRESS: LOT 1143-R1 TOTO GUAM

PROPERTY DESCRIPTION:

In accordance with 21 Guam Code Annotated, Chapter 66, Section 66213, request is hereby made for a special permit for foundation for the subject project in order to enable us to proceed with foundation work at the earliest possible date.

As owner (or authorized agent) for the project, we hereby certify that:

1. An application for a building permit for the entire structure(s) has been submitted.
2. The loading for which the foundation has been designated will not be exceeded.
3. The superstructure will conform with all building regulations and requirements and requirements of the other governmental agencies concerned.
4. Plumbing and/or Electrical Work (select one):
   - No plumbing or electrical work will be performed until a building permit is obtained for the entire superstructure.
   - Plumbing and/or electrical work included under this foundation permit are shown on plans submitted and limited only to work required in conjunction with the foundation construction. We certify that the sizes for such plumbing and/or electrical lines are adequate and in compliance with the applicable codes.
5. The foundation work will not conflict with or otherwise affect any existing utilities.

We understand that the issuance of the foundation permit does not obligate the government of Guam in any way, and that we are proceeding at our own risk without assurance that a building permit for the entire building or structure will be granted.

542 North Marine Corps Drive, Tamuning Guam 96913 • Tel (671) 646-3131 • Fax (671) 649-6178

688-4810
JUAN C. ULLOSTONE

The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lt. Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

GLENN LEON GUERRERO
Director
FELIX BENAVENTE
Deputy Director

We also understand that the issuance of the foundation permit does not relieve us from complying with all other applicable codes, rules, regulations, and/or permit procedures including, but not limited to:

- Clearing Permits
- Grading Permits
- Highway Encroachment Permits
- Land Use Permits
- Archeological Permits
- Environmental Permits

WONG TZE LOK
PRINT NAME OF OWNER / AUTHORIZED AGENT

William Wong
SIGNATURE OF OWNER / AUTHORIZED AGENT

ADDRESS:
148 E. MARINE Corps DR
DEDEDO, GUAM 96929

CONTACT NUMBER(S):
633-7072

==========

APPROVAL / DISAPPROVAL BY:

[ ] APPROVED **[ ] DIS-APPROVED**

DIRECTOR OF PUBLIC WORKS

NOTE TO APPLICANT:

- Three (3) Sets of Foundation Plans and Specification must be submitted with application.
- One (1) Set of Approved Foundation Plans and Specification must be submitted with all approved signatories in cd disc format.

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
Government of Guam

IS NO ACCIDENT



BUILDING INSPECTION & PERMITS SECTION
APPLICATION FOR PERMIT

Application Number: _____

IMPORTANT: Applicant must complete all items in sections I, II, III, IV

Permit Number: _____

I. LOCATION OF BUILDING

Location ROUTE NO. 8 TOTO, GUAM Zoning District R2/C
(No) (Street)

Between _____ and _____
(Cross Street) (Cross Street)

Subdivision _____ Lot # 1143-R1 Block _____ Lot Size 17880 SM

II. TYPE AND COST OF BUILDING

A. Type of Building

Group Occupancy | Type of Construction | Foundation

- ☐ New Building
- ☑ Foundation Only
- ☐ Shell Only
- ☐ Fence Wall
- ☐ Retaining Wall
- ☐ Other _____
- ☐ Add
- ☐ Alter
- ☐ Repair
- ☐ Demolished
- ☐ Reconstructed
- ☐ Relocated

226'-8" X 255'-3" X 28'-2"
168'-4" X 54'-8" X 16'-0"
Dimension of Building

B. Ownership

- ☐ Private (individual, corporation, non-profit institution, etc.)
- ☐ Public (Federal, State, or Local Government)

C. COST

SCOPE OF WORK

PROPOSED COMMERCIAL BUILDING COMPLEX CONCRETE Foundation.

Cost of Improvements	
electrical	
plumbing	
heating, air conditioning	
other (elevator, etc.)	
TOTAL COST OF IMPROVEMENT $	145,600.00

D. PROPOSED USE

Residential
- ☐ One family
- ☐ Two or more families — Enter No. of Units → _____
- ☐ Transient hotel, motel, or dormitory — Enter No. of Units → _____
- ☐ Garage
- ☐ Carport
- ☐ Other (specify) _____

Non-Residential
- ☐ Amusement, Recreational
- ☐ Church, other religious
- ☐ Industrial
- ☐ Parking garage
- ☐ Service station, repair garage
- ☐ Hospital, institutional
- ☐ Office, bank, professional
- ☐ Public utility
- ☐ School, library, other educational
- ☐ Stores, mercantile
- ☐ Tanks, towers
- ☐ Other (specify) _____

III. SELECT CHARACTERISTICS OF BUILDING

E. Principal Type of Frame
- ☐ Masonry (wall bearing)
- ☐ Wood frame
- ☑ Structural steel
- ☐ Reinforced concrete
- ☐ Other (specify) _____

F. Type of Sewage Disposal
- ☑ Public Sewer
- ☐ Private (septic tank, etc.)

G. Type of Mechanical
- ☐ Yes ☑ No Central Air Conditioning
- ☐ Yes ☑ No Will there be an elevato

H. Type of Water Supply
- ☑ Public Supply
- ☐ Private (well, cistern)

I. Dimensions
- ☐ Number of stories _____

Total square feet of floor area, all floors, based on exterior dimensions 53,172 SF

Total land area, sq. ft. 192,453 SF

J. Number of Parking Spaces
- Enclosed _____
- Outdoors 215

K. Residential Buildings Only
- Number of bedrooms _____
- Number of Bathrooms: Full _____ Partial _____

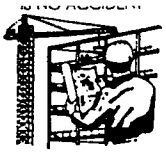
IV. IDENTIFICATION

	Print Name / Signature	Mailing Address - Number, street, city and state	ZIP Code	Telephone
1. Owner or Lessee	LF CORP AMERICAN GROCERY	148 E Marine Corps Dr. Dededo, Guam	96929	633-707
2. Contractor	CU CONSTRUCTION License #	P.O. BOX 8693 Tamuning Guam	96931	777-12
3. Architect or Engineer SEAL NO.	Francisco Z. Diamzon #320	P.O. BOX 315269 Tamuning Guam	96931	777-5

The owner of this building and the undersigned agree to conform to all applicable laws of this jurisdiction.

Owner/Lesor _____ Current Address _____ Application Date _____

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
Government of Guam



BUILDING INSPECTION & PERMITS SECTION
APPLICATION FOR PERMIT

Application Number: _____
Permit Number: _____

TO BE FILLED OUT BY BUILDING STAFF ONLY

V. PLAN REVIEW

Review Required	Date Plans Started	Date Plans Approved	Print Name / Signature	Comments
Architectural				
Structural				
Mechanical/Plumbing				
Flood Control				
Electrical				
HPCC				
Hydraulics/Civil				
Highway Encroachment				
Rights of Way				
Traffic Engineering				

VI. ZONING EXAMINATION TO BE DONE BY DLM

District Barrigada "R2 / C"
Use Foundation only - see attached plans
Front Yard 68'-6"
Side Yard 40'-1" Side Yard 122' 8"
Rear Yard 62'-2"
Ownership of Property:
If not owner, is there a lease or authorization to the property? (LM 681 FY93)
Did this project receive TLUC approval? What are the conditions

VII. COMMENTS BY OTHER AGENCIES (Route as indicated)

Agency	Date	Print Name / Signature	Comments
Land Management, Zone	12/4/17	P. Quitugua ✓	Foundation Only
Contractor's License Board			
Public Health			
✓ E.P.A.			
✓ GWA			
Guam Power Authority			
Fire Prevention Bureau			
Peals Board			
Parks & Rec.			
Dept. of Agriculture			

VIII. VALIDATION

Building Permit Number _____
Building Permit Issued _____, 20 ____
Approved By: _____
Title: _____ Date: _____

Approved Valuation: _____
Plan Checking Fee _____ Rec'd ____
Building Permit Fee _____
Total _____

Doc. No. 35GL-19-0344.

FD. NO. 4 REBAR UNMARKED
GGTN STATION
FIRE HYDRANT
TEL. BOX
CONC. ELECTRICAL POLE
OVERHEAD WIRE
ELECTRIC MANHOLE

GRAPHIC SCALE: 1" = 80'

US NAVAL AIR STATION

TO AGANA

66'± WIDE EXISTING PAVEMENT

℄ OF 100' WIDE R/W

ROUTE NO. 8
DOC. # 23706, CC. # 21-30

TO BARRIGADA

LOT 1143-1 (SEE DETAIL)

S 82° 24' 00" E, 735.04'

S 82° 01' 54" E, 733.86'

S 82° 04' 26" E, 732.77'

4' HIGH CHAIN LINK FENCE

200'

"C" ZONE

LOT 1142-2-2-2
20961-1
350611-A

LOT 1142-2-2-1
CT # 14938
DOC. # 35061

LOT 1142-2-3-1
CT # 93654
DOC. # 466537

LOT 1143-R1
REC. AREA = 219,602 ± SQ. FT.
± 20,309 ± SQ. M.
COMP. AREA = 219,842 ± SQ. FT.
= 20,424 ± SQ. M.
SEE NOTE 3

NOTE: THE DIFFERENCE BETWEEN THE RECORD AND COMPUTED AREAS IS DUE TO THE FIELD CONDITIONS & PROPERTY CORNERS FOUND.

"R-2" ZONE

LOT 1142-2-4
CT # 13338

LOT 1142-2-R4-R1
CT # 65775

N 02° 28' 00" E, 464.34'
N 02° 17' 28" E, 461.87'

SHELL GAS STATION
EDGE OF ASPHALT
CONC. PAVEMENT
CONC. SLAB
CONC. BLDG.
CMU BLOCK WALL
4' HIGH CHAIN LINK FENCE

LOT 1144A-1
DOC. # 469348

LOT 1144A-2
DOC. # 271168

S 52° 41' 00" W, 207.61'
S 51° 36' 22" W, 208.76'

10' WIDE POWER EASEMENT DOC. # 401633

S 74° 37' 00" W
S 74° 29' 48" W
S 54.12'

P.O.B.
N 183 992.01
E 174 889.38
(SEE DETAIL)

S 74° 49' 50" W
36.77'

LOT 1146-5-R1
CT. # 35353

LOT 1146-5-2
CT # 24263
DOC # 91802

LOT 1146-5-R3
CT # 24264
DOC. # 91802

CEP W/ TRANSFORMER

OHW

DETAILS OF GGTN TIE:
NOT TO SCALE

LOT 1143
S 44°12'14"W, 49.46'
Nail set
S 74° 49' 50" W
P.O.B.
N 183 992.01
E 174 889.38
S 15° 00' 46" W, 145.16'
S 25° COW
Nail set
N 60° 20' 39" E 145.64'
Nail set
S 51° 22' 01" E, 1695.24'
TIE 38° E, 1844.87'
GGTN MT 2
N 168 533.80

℄ OF ROUTE NO. 8

(N 82° 24' 00" E, 735.04')

LOT 1143 (W/IN R/W)
THIS PORTION WAS FOR NAVY PURCHASE AS SHOWN ON REF. # 2. (NOT PART OF SURVEY)
COMP. AREA = 14,452.50 SQ.FT. = 1,342.69 SQ.M.
DOC. # 23706

(117.36')
(22.08')
50'

S 82° 01' 54" E, 733.86'
S 82° 04' 26" E, 732.77'

LOT 1142-2-2-1

LOT 1143

BY: [signature]
I. UNTALAN
DLM
1/14/93
DATE

[signature]
ATALIG
DLM
1-14-93
DATE

[signature]
PHIC SUPV. DLM
10-8-93
DATE

9360

SYMBOLS / LEGEND:

——T——	UNDERGROUND TELEPHONE LINE
——W_{16}——	16" Ø WATER LINE
——S_{18}——	18" Ø SEWER LINE
——S_{24}——	24" Ø SEWER LINE
▪	FD. 4x4 CONC. MON UNMARKED
▪	FD. 4x4 CONC. MON. MARKED RLS NO. 23
▪	FD. 4x4 CONC. MON. MARKED RLS NO. 25
▪	FD. 4x4 CONC. MON. MARKED RLS NO. 16
○	CORNERS NOT RETRACED
●	FD. NO. 4 REBAR UNMARKED
✱	GGTN STATION
FH	FIRE HYDRANT
TB	TEL. BOX
CEP	CONC. ELECTRICAL POLE
——OHW——	OVERHEAD WIRE
EMH	ELECTRIC MANHOLE

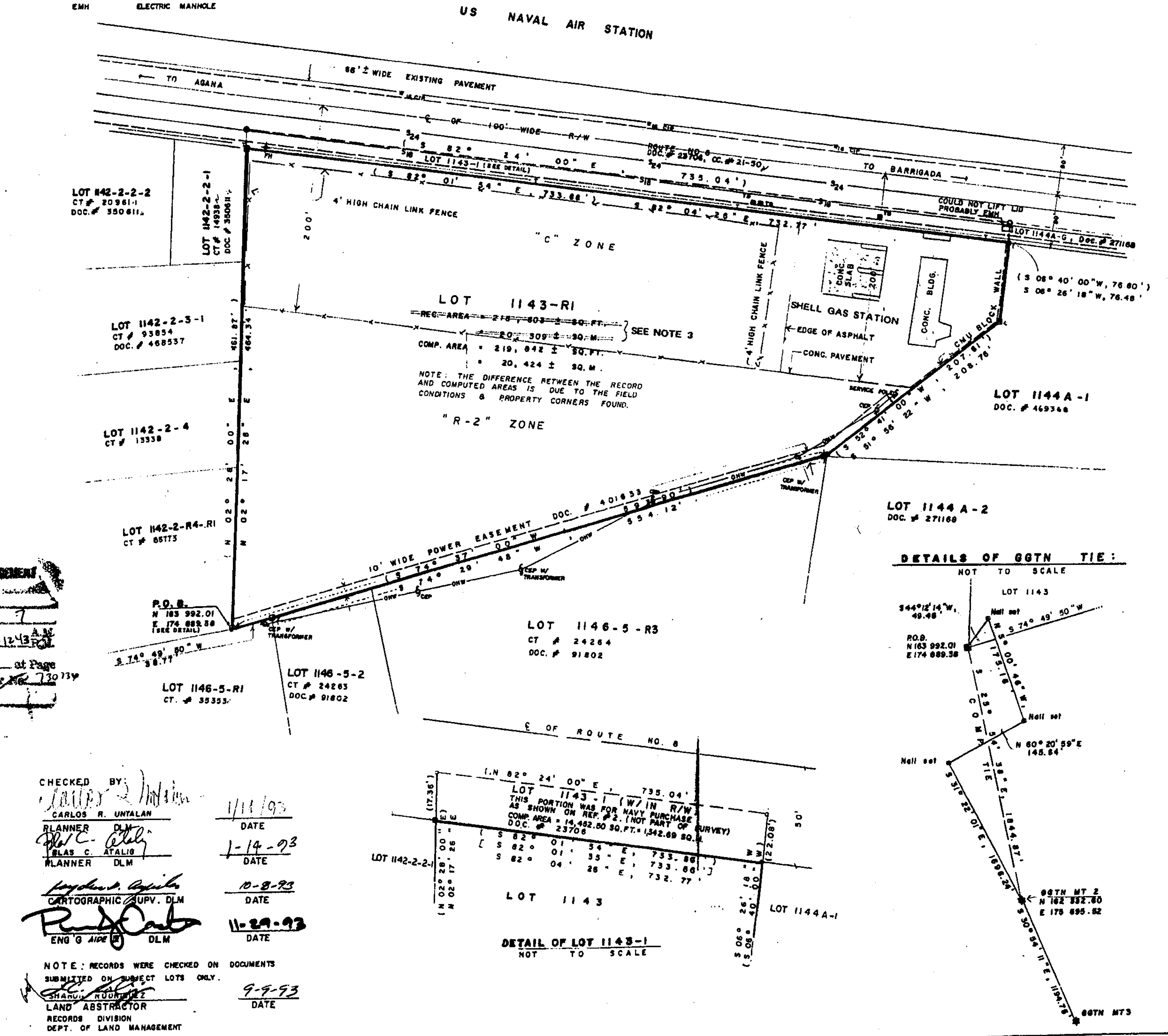
APPROVED & SATISFACTORY TO:

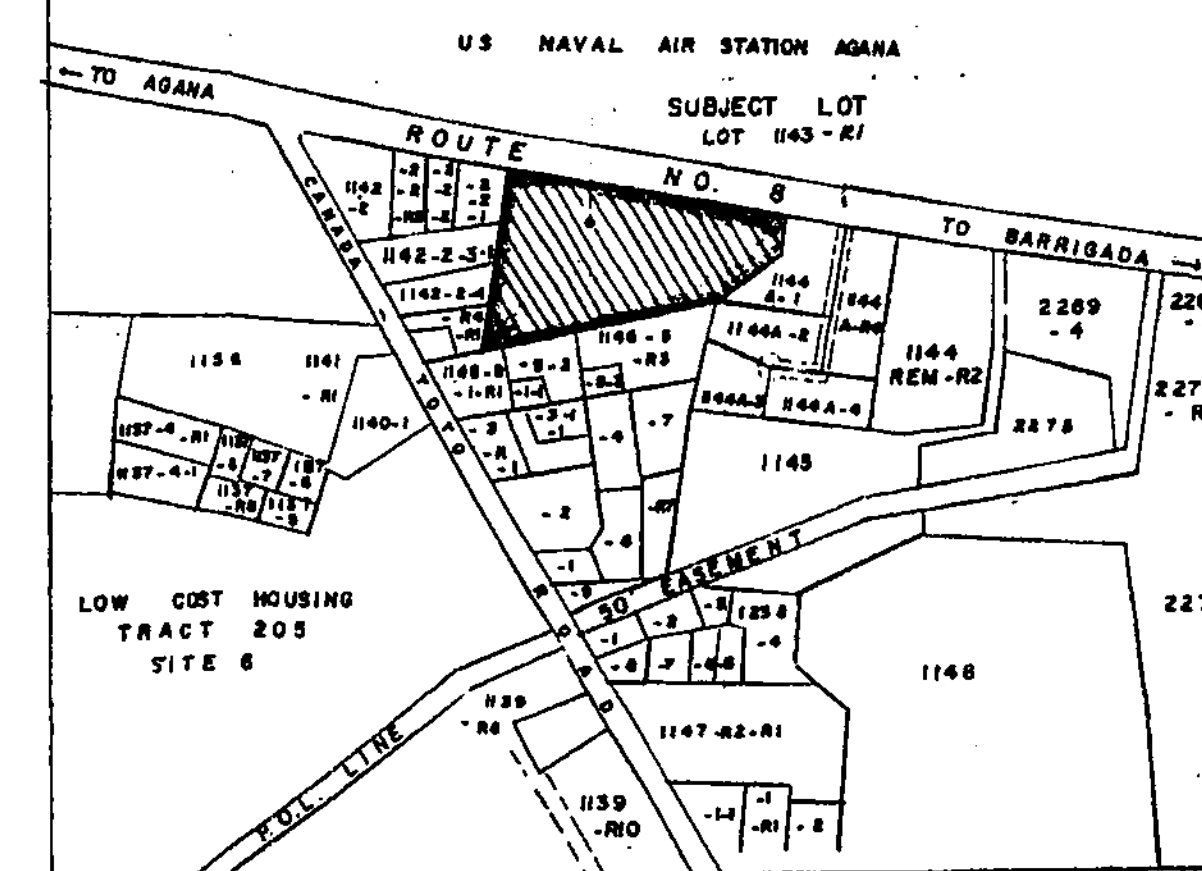
ROY SULLIVAN - EXEC. VICE PRESIDENT
AUTHORIZED REPRESENTATIVE (LEASSEE)
JONES & GUERRERO CO., INC.
DOC. # 24595

12-4-92
DATE

1963 N GRID

GRAPHIC SCALE: 1" = 60'





VICINITY MAP
NOT TO SCALE

NOTES:
1. ALL DISTANCES ARE IN FEET UNLESS OTHERWISE NOTED.
2. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
3. BEARINGS & DISTANCES IN PARENTHESIS ARE RECORD DATA, ALL OTHERS ARE 1963 GRID & ACTUAL FIELD CONDITIONS.
4. SUBJECT LOT(S) IS/ARE MIXED ZONE "C" AND "R-2", SEE PLAT ON LOCATION OF THE ZONES.

REFERENCES:
1. DWG. # 72-33, LM # 502 FY 73, RETRACEMENT SURVEY OF LOT 1143, PREPARED BY RLS # 16, UNRECORDED.
2. Y & D DWG. # 458-621, MA 13,23/NI-1/8803, PROPOSED BOUNDARY OF NAS AGANA, LOT # 1143-1 FOR NAVY PURCHASE, DOC. # 23706.
3. AGANA VOL. 20, BOOK 2, PAGE 483 DESCRIPTION EST 566 LOT 1143.

CERTIFICATIONS:

I, RONALD G. PERRY, hereby certify that this map was prepared by me or under my direct supervision, that it is based on a field survey made in JUNE, 1992, in accordance with all applicable laws and regulations. I also certify that all the monuments are of the character & occupy the positions indicated on this map.

RONALD G. PERRY, R.L.S. NO. 33 — 12/9/92 DATE

Approval pursuant to Title 21, GCA, Chapter 62, Subdivision Law.

N/A
TERRITORIAL PLANNER — DATE

This map has been examined for conformance with the requirements of Chapter 9, Title XIV, Government Code of Guam and regulations thereunder on this the 2nd day of DEC. 1993.

TERRITORIAL SURVEYOR

REVISION	DATE	BRIEF DESCRIPTION	BY	APPROVED

SURVEY DATA	DATE
FIELD: GR	6/92
BOOK NO. 2061	
COMPUTED: LSN	6/92
DRAWN: RSL	6/92
TRACED: RSL	6/92
CHECKED: RGP	6/92

APPROVED & SATISFACTORY TO:
DATE
SEE PLAN

LAND MANAGEMENT DATA
L. M. CHECKED NO.
FORMERLY 540 FY 92 (OLD)
681 FY 93 (NEW)

PERRY ASSOCIATES, INC.
SURVEYORS
P.O. BOX 4330 AGANA, GUAM 96910

RETRACEMENT SURVEY OF
LOT 1143-R1
FOR LEASE PURPOSES
MUNICIPALITY OF MONGMONG TOTO, MAITE
(FORMERLY MUNICIPALITY OF BARRIGADA)
LAND SQUARE 13, SECTION 4, UNIT J&K
LAND SQUARE 19, SECTION 2, UNIT 8

BASIC LOT NO. 1143
REGISTERED ON SEPT. 30, 1950
CERTIFICATE NO. 4740
IN THE NAME OF:
ISABEL G. NELSON

SHEET 1 OF 1
SCALE: 1" = 60'
DRAWING NO. 2061

RONALD G. PERRY — CERTIFICATE No. 33 — TERRITORY OF GUAM — REGISTERED LAND SURVEYOR

CHECKED BY:
CARLOS R. UNTALAN
PLANNER DLM — 1/11/93 DATE

BLAS C. ATALIG
PLANNER DLM — 1-14-93 DATE

CARTOGRAPHIC SUPV. DLM — 10-8-93 DATE

ENG'G AIDE III DLM — 11-29-93 DATE

NOTE: RECORDS WERE CHECKED ON DOCUMENTS SUBMITTED ON SUBJECT LOTS ONLY.
SHARON RODRIGUEZ
LAND ABSTRACTOR
RECORDS DIVISION
DEPT. OF LAND MANAGEMENT — 9-9-93 DATE

TERRITORY OF GUAM, DEPARTMENT OF LAND MANAGEMENT
OFFICE OF THE RECORDER
INSTRUMENT NUMBER 499599
This instrument was filed for record on 7
Day of Dec 19 93 at 12:43 P.M.
and duly recorded in Book at Page
Recording Fee Voucher No. 730734
Deputy Recorder

9340

Doc. No. 35GL-19-0344

Street Address:
590 S. Marine 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

COPY

June 27, 2018

Rec'd By
Blas, June U.
7.2.18

Honorable June U. Blas
Mayor of Barrigada

Dear Mayor Blas:

The following application has been filed with the Guam Land Use Commission (GLUC) by:

The Applicant, LF Corporation represented by Harry D. Gutierrez; Zone Change request from "R-2/C" (Multi Family Dwelling/Commercial) to full "C" (Commercial) zone, for the proposed construction of a commercial complex, on Lot 1143-R1, in the Municipality of Barrigada, under Application No. 2018-32.

For any **Zone Change** requests that may have an adverse impact on the public's interests, the GLUC is mandated by law to conduct a public hearing in the municipality where the subject lot is located. Accordingly, we have scheduled with your office a public hearing to be held at the **Barrigada Community Center on Tuesday, July 10, 2018 at 6:00 p.m.**

Si Yu'os Ma'ase,

MARVIN QUITUGUA AGUILAR
Guam Chief Planner

ATTACHMENT 3

ATTACHMENT – A; PUBLIC HEARING RESULTS OF July 10, 2018

Ref: Staff Report - Application No. 2018-32 Zone Change, Lot 1143-R1, Municipality of Barrigada

The required public hearing was held at the Barrigada Mayor's Office / Community Center on July 10, 2018, at 6:05 P.M. Present were, the Case Planner, Mr. Harry Gutierrez, Applicant's Rep, Mayor June Blas and Vice Mayor Bautista, a few MPC Members, neighbors and lotowners. A total of 15 persons were in attendance.

The Case Planner presented the proposed project and Mr. Gutierrez highlighted details of the application and clients intentions; discussed the time frame of the application process, and activities of the site and area of developments near the site

Public comments and concerns that were noted are as follows:

Ms. Barbara Dungca, (Neighbor resides near Shell Gas Station and Pearl Ridge Hotel):
She wanted to let the public know that the proposed project will increase traffic in the area and some flooding as well a fence will be needed to protect the neighbors. She wants to ensure the development respects and be a good neighbor. It will serve all the neighbors and it will be very convenient to shop and is should be well maintained in good order, clean, landscaped all around, and should have a good maintenance and mitigation plan. Make sure the trash bins are away from the neighbors and provide some water reservoirs to alleviate low water pressure we are experiencing for years.

Mr. Harry Gutierrez (representative):
Mr. Gutierrez further explained in detail the zone change application, its current uses as noted on the application...that the site will be well maintained , clean, landscaped to provide a buffer between the residences nearby. Trash is picked up by commercial haulers on a daily basis. There will be to additional uses such as some restaurants, beauty/barber shops offices, other small retailers and service shops permitted in a commercial zone, he added. A fence all around will be erected to buffer noise, maintain storm run-offs within the site by a special drainage/catchment (French Drain) like Agana Shopping Center uses. GWA is checking the water lines as some Navy lines are still mixed up in this area near the site, they will be investigating with assistance of the Navy and GIAA (Tiyan airport operations) . Access to and from the site, traffic circulation, and parking plan will re-assessed for safer interior activities within the site. Lighting will be directed on the complex and not projecting to the abutting neighbors. Additionally, the owners and their staff and consultants will be working with the Mayor for any other municipal requirements, as well as Gov agencies on this application that will be complied with, that he further stated the owners have other businesses and have hundreds of local of employees. This new development will continue to create new jobs in the community.

Mr. Willy Long: (Barrigada resident)
Mr. Gutierrez why your clients started building without the approval of rezoning to commercial zone, they should follow all permitting requirements, and now they stopped and abandoned..rusted out..they have to do the right thing and follow the laws..and why there is no GWA report yet..

Mr. Harry Gutierrez (representative):
For your information Mr. long.., they have a permit for foundation only issued by DPW and no further construction is being performed now until the rezoning by GLUC is approved. GWA is still checking the water lines as some Navy lines are still mixed up in this area near the site, they will be investigating with assistance of the Navy and GIAA (Tiyan airport operations), they may be a line connected to the old airport water lines..will wait for GWA's report..

Mayor June Blas:
Yes, only the foundation was poured and no other construction is being done now.. we will further discuss other issues and concerns during our MPC hearing and will need more information from the applicants and agencies positions.. our MPC Resolution will be submitted at a later date.

Planning Staff Summary of Public Hearing:

After discussion on rezoning and information given by the consultant, and clarification of the uses, the attendees were fully in support the rezoning of the subject lot. There were no major concerns and, however other issues like flooding, water pressure in the area needed more clarification (ARC Agencies) requested by the Mayor and other neighbors in attendance noted at the hearing.

DLM Project Planner: Informed those in attendance that the Application Review Committee (ARC) had no objections on the application. We are still waiting for other agencies to submit their position/assessment of the rezoning project. Advised the attendees, the next hearing will be with the Guam Land Use Commission (GLUC), ITC Building, and will be announced in the newspaper 10 days prior as to the hearing date and time.

There hearing was adjourned at 7:06 p.m.

Penmer Gulac

Street Address:
590 S. Marine 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

December 5, 2018

MEMORANDUM

TO: Chairman, Guam Land Use Commission

FROM: Guam Chief Planner

SUBJECT: Staff Report - Application No. 2018-32 Zone Change, Lot 1143-R1, Municipality of Barrigada; GLUC Meeting of December 13, 2018.

1. PURPOSE:

A. Application Summary: The Applicant, LF Corporation, represented by Mr. Harry D. Gutierrez, is requesting approval of a Zone Change from a split-zone of "C" (Commercial) and "R-2" (Multi-Family Dwelling) to a full "C" (Commercial) Zone in order to construct a commercial complex for retailing, offices, shops and services, on Lot 1143-R1, municipality of Barrigada.

B. Legal Authority: Title 21, Guam Code Annotated, Chapter 61 Title 21, Guam Code Annotated, Chapter 61 Article 6, Part 3 (Changes of Zones), Sections 61630 thru 61638 (Zoning Law).

2. FACTS:

A. Location: The subject site is fronting Purple Heart Highway, also known as Route No. 8, and is approximately 1,000 feet north of Mobil/Mart and Mc Donald's fast food restaurant. It is also within 100 feet east of Shell Gas Station (lease portion on commercial zone) and is also approximately 100 feet (across GIAA) A.B. Won Pat Int'l airport (See ATTACHMENT).

B. Lot Area: 17,242 Square meters or 187,549.6 Square feet or 4.6 acres (Note: Shell Gas Station currently leased portion (3,000 square meters on the commercial zone, fronting route No. 8)

C. Present Zoning: "C" (Commercial) / "R-2"" (Multi-Family Dwelling) Zone.

D. Field Description: The lot is vacant and there exists a concrete place in recent months and now is overgrown with tall grass. The topography of the site is fairly flat all around and fronts a major highway, on the northern boundary is Shell Gas Station, on the southern border is Mobil/mart and McDonalds restaurant, and on the eastern boundary are vacant lots and residential lots and multi-family complexes as well, on

ATTACHMENT 5

(R2) zone on the southeastern boundary. GIAA (airport operations) directly is across the highway. There are other GLUC & TPC rezoning to Commercial zone along Route No. 33 (Toto-Canada Loop Road) within 300 feet of the subject lot in 1976 and 2015.

Other land use activities within 300-1,500 feet radius are residential, apartment and condominiums commercial, hotel and industrial (M2 – GIAA) airport operations. All utility infrastructures are within 100 feet of the subject development.

E. Masterplan: Not Determined

F. Community Design Plan: Residential – Low to Medium Density; Mixed uses of residential/commercial

G. Previous Commission Action: None

3. APPLICATION CHRONOLOGICAL FACTS:

A. Date Heard By ARC: May 17, 2018

B. Public Hearing Results of: July 10, 2018 **(See Attachment – A)**

4. STAFF ANALYSIS: A Zone change must address Public **Necessity, Public Convenience and General Welfare** criteria. Our analysis is as follows:

PUBLIC NECESSITY

The requested zone change to full "Commercial" fulfills a public necessity for the area which is developing into more commercialization and near residential/multi-family districts and in order to accommodate a growing population in the northern/central areas near and along Route No. 8 Barrigada, the anticipated military forces build-up will continue, and the proposed uses and activities will provide the community with commercial/retail services and activities in the coming years and beyond. There will be a greater demand for retail, restaurants, food catering/contracting services, and other special services as population grows. This type of commercial activity in the area will serve the needs of the public, the private, and the military communities demands for goods and services of the business establishment;

CONVENIENCE

The proposed zone change of the subject lot will afford public convenience for much needed retail and commercial/food/restaurant outlet and other permitted accessory uses service related activities at this commercial location as it is centrally located, that is consistent with current land uses, and as an extension of the commercial zones abutting the lot, and along Route No.

The location is prime and ideal, central and conveniently near areas with a large population in this area of Barrigada, and to better provide retail, food/restaurant outlets and related accessory activities to support the community and the immediate area.

GENERAL WELFARE

The proposed rezoning and uses will protect the general public, the immediate surroundings and properties by being consistent for commercial uses and related activities that is on-going at the present time. The owners will ensure that all permitting requirements and conditions of the land use commission and all government agencies are adhered to as well as to minimizing impacts to the immediate surroundings and to the general public and most specially our environment and the water lens below (this area is part of the Northern Recharge Area). Development on the site will provide employment of local residents and contribute positively to improving the island's growing economy.

In general, the proposed zone change will allow for a large retail store operation providing goods and services to the general public and immediate area, with consistently well stocked items of merchandise in a clean and well-maintained retail store and other family-oriented businesses to serve the public and community. The rezoning is compatible to existing land uses in the immediate and surrounding area, near large and populated villages, with schools, multi-family residences, and commercial activities. It is also in close proximity to the airport, airport industrial park, and other commercial districts.

In supporting a commercial use, and although near residential and commercial activities, we find that th added note that the protection of the general welfare of the public is not compromised as major improvements on site will reduce impacts of noise, lighting, and traffic to the abutting neighbors. The neighbors were assured at the public hearing that the site will be well managed and landscaped, all storm water run-offs will be contained on site, and a concrete fence will be erected on the abutting residential boundary of the lot. The outcome of the initial municipal public hearing was to address the issues concerning the construction and proposed uses and that a foundation had already been poured in place before rezoning the subject lot. A second town meeting was conducted by the MPC where all concerns, issues were discussed and clarified by the applicants and their representative (**see public hearing attachment – A; town meeting attachment - B**).

Lot 1143-R1, as split-zoned property, presents that challenge of ensuring harmonious use at the fringe of two significantly different zoning designations. Commercial use presents an opportunity to engage in less restrictive land uses as opposed to that of "R-2" (multi-family dwelling), which accommodates residential development, but at more density to that of "R-1" (single-family dwelling). In the event the split-zone condition persists, that same challenge would likewise continue to exist however contained within the subject lot. Thus, by expanding the commercial zone even further, the need to find that balance is imposed on existing "R-2" and "R-1" uses to the west of the property. Concerns of these property owners have been expressed during the project's public hearing and again during a town meeting hosted by the Mayor of Barrigada. Concerns were focused on potential adverse impacts due to operational activities that if not mitigated would otherwise impinge on their rights to full enjoyment and benefit of their private property. To date, we have been advised of the applicant's efforts to address such concerns with actions that includes re-designing the commercial building by relocating both trash receptacle and power generator areas further away (approximately 160 feet from their original location) to prevent any impacts of noise, odor, and fumes. The applicant further committed designs to include a much higher perimeter CMU wall to avert effects of noise and flashing light cause by traffic and other activities associated with any operational component of the facility.

Less concerns raised by certain property owners in the immediate area, there appears to be no anticipated impacts on the immediate surroundings as the site as mitigative and preventative measures in re-design have been initiated by the property owner. We anticipate that constituent engagement through the office of the Mayor will be one course to ensure such measure are put in place. Likewise, recommendations provided by the Application Review Committee serves caveats of approval, thus, the other course of ensuring measures are in place would be through the permitting stages for building and final occupancy.

We further anticipate comments from the Municipal Planning Council of Barrigada, endorsed by resolution, that may be asserted to guarantee harmonious co-existence between the proposed facility and its surrounding area. With this, we provide the following recommendation.

5. **RECOMMENDATION: Recommend Approval with the following conditions:**

A. To the extent possible to ensure all efforts to reduce or eliminate potential adverse impacts due to operational activities caused by the proposed commercial facility, the applicant shall adhere to ARC recommendations, conditions, and requirements.

B. The applicant shall engage in operational activities to significantly reduce and/or eliminate that would otherwise be considered objectionable, obnoxious or offensive by reason of odor, dust, smoke, noise, gas fumes, cinders, vibration, flashing lights, or water-carried waste.

MARVIN Q. AGUILAR
Guam Chief Planner

ATTACHMENTS
Case Planner: Penmer C. Gulac

ATTACHMENT – B; TOWN MEETING WITH MAYOR RESULTS OF October 16, 2018, 6pm.

A Town Meeting with the Municipal Planning Council members, Mayor and Vice Mayor and neighbors, attended by Chief Planner and project planner:

Presentation by the Architect (Daniel Beoyong) and Mr. Frank Wu (the owner) and his family were present;

The revised site development plan was presented to those in attendance:

Mr. Beoyong high-lighted on the following:

Safe Access to and from Route 8 and traffic circulation within the area of the complex will be smooth transition from highway and safety for all shoppers and staff and tenants, will be working with Guam Police Dept Highway Patrol to review proposed plans;

Realignment of GPA easement at the rear of lot and proposed underground power line into the subject lot was already discussed with GPA with positive outcome;

Emergency Power Generation will be on site and will have an enclosure and very quiet power generation operation;

Storm Runoff /Drainage will be contained on site with French Drain catchment similar to K-Mart and Agana Shopping center;

Lighting will be soft and maintained within the confines of the parking area/perimeter of the lot;

A high concrete fence will be erected on the on the southern and eastern boundary of residential lots (provide security and privacy and to buffer noise of trucks from loading area on the rear of commercial complex);

Solid Waste Disposal Bins will located away from residential areas and will be cleaned and sanitized daily and picked up by the private hauler daily;

A Landscaping scheme will make the site beautiful and green areas will be maintained;

Mr. Frank Wu (Owner) , informed the public that the businesses and tenants will be family oriented, no adult massage, club or game rooms..and will be hiring more local residents..

Mayor June Blas expressed her appreciation for the presentation to better understand the proposed rezoning and commercial development of the site; and advised those in

attendance that the MPC will continue to review and discuss this in the next MPC meeting and provide a Resolution.

No major concerns or objections were noted at the town meeting; the presentation addressed all the concerns from the last public hearing of July 10, 2018.

Meeting was adjourned.

Penmer Gulac
Project Planner

BARRIGADA

MUNICIPAL PLANNING COUNCIL
November 28, 2018

Resolution No. 2018 - 14

Introduced by:

Mayor June U. Blas
Vice Mayor Jessie Bautista
Members of the Municipal Planning Council

Relative to expressing the support and endorsement by the Barrigada Municipal Planning Council on Zone Change Application No. 2018-32, for a zone change on Lot 1143-R1, Barrigada, from "R-2" (residential, multi-family dwelling) to "C" (commercial) to allow construction of a commercial complex for retail and commercial spaces.

BE IT RESOLVED BY THE BARRIGADA MUNICIPAL PLANNING COUNCIL:

WHEREAS, it is in receipt of a Zone Change Application from the Department of Land Management, No. 2018-32, submitted by LF Corporation, for a zone change from "R-2" (Multi Family Dwelling) to "C" (Commercial) for construction of a commercial complex for retail and commercial spaces on Lot 1143-R1 located in the Municipality of Barrigada; and

WHEREAS, the Municipal Planning Council understands that the subject property is split-zoned "C" and "R-2", and that LF Corporation is seeking to have a uniform zone of "C: for the entire project property; and that the property is located along Route 8 between the Mobil Gas Station and the Shell Gas Station; and

WHEREAS, on Tuesday, October 16, 2018, the Barrigada Municipal Planning Council conducted a duly noticed Municipal Planning Council meeting in order to accommodate Municipal Planning Council members to learn more about the proposed rezoning and development of the above mentioned lot, and discussed issues of concern with adjacent neighbors and landowners, as well as reviews of GovGuam agency Position Statements from DPW, BS&P, DOA, GHPA, GWA, and DPR; and

WHEREAS, the Mayor, the Vice-Mayor and the Municipal Planning Council further express their concerns and conditions as follows:

(A) That only limited commercial activities as approved by the Commission be allowed and the Applicant shall be prohibited from engaging in commercial activities that may be detrimental to the detriment of the surrounding community including but not limited to game rooms, juke and/or gambling activities, massage parlors, liquor on-sale businesses such as bars and lounges but except restaurants, smoking and vaping lounges, cesspools and the like and that no laundry activity be allowed in recognition of the long-standing problem of low water pressure [illegible] area;

(B) That the Site Plan must be amended to accommodate [illegible] neighborhood concerns, and that LF Corporation has agreed and has submitted a modified Site Plan in response to [illegible] drainage, water and ponding basin modifications, to relocate the generator to mitigate noise, to install a minimum 40,000 [illegible] water storage tank, to relocate the trash dumpster location away from adjacent residences property lines, that lighting glare, [illegible] neighboring residences, that an eight-feet concrete wall be constructed limiting access between the subject property and the adjacent [illegible] residences, and to submit a landscaping plan to the Chief Planner, Department of Land Management; and

WHEREAS, the Mayor, the Vice-Mayor and the Municipal Planning Council exercising its right finds that government services facilities and infrastructure currently servicing the area including, but not limited to: power lines, power poles and facilities; water lines, water pumps and facilities; sewerage and waste water disposal; storm water disposal; solid waste disposal; telephone lines and facilities are adequate; and

WHEREAS, the Mayor, the Vice-Mayor and the Municipal Planning Council further finds that the zone change request to "C" cannot accommodate the requested conditions, and that a zone change to **"LC" Limited Commercial** is the proper zone and can still accommodate the intended use with conditions; now therefore, be it

RESOLVED, that the Barrigada Municipal Planning Council having reviewed **Zone Change Application No. 2018-32, for a zone change on Lot 1143-R1, Barrigada, from "R-2" to "C"** is not supported, and instead does hereby express its support and endorse a **Zone Change to "LC" Limited Commercial with the stated conditions**; and be it further

RESOLVED, that the Chairperson of the Council, certify to and the Vice Mayor and the Secretary of the Council attest to the adoption hereof, and that copies of the same be thereafter transmitted to LF Corporation, to the Executive Secretary of the Guam Land Use Commission; to the Executive Director of the Mayors' Council of Guam; to the Honorable Therese Terlaje, Acting Speaker, 34th Guam Legislature, and to the Honorable Edward J.B. Calvo, Governor of Guam.

DULY AND REGUARLY ADOPTED ON THE 28th DAY OF NOVEMBER 2018.

JUNE U. BLAS
Mayor and Chairperson

JESSIE P. BAUTISTA
Vice Mayor

THERESE B. MAZZEI
MPC Member and Council Secretary

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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

November 28, 2018

MEMORANDUM

TO: Guam Land Use Commission (GLUC) Members

FROM: Chairman, Application Review Committee (ARC)

SUBJECT: Summary of Position Statements by ARC Members

RE: Zone Change Application No. 2018-32

Listed below is the compilation of Positions taken by the various ARC member agencies as submitted to Planning Division, Department of Land Management. The conditions as imposed by the ARC member agencies are listed when applicable.

DEPARTMENT OF LAND MANAGEMENT (DLM):
Planning staff recommends Approval with the following condition:

A. That the approval is subject to the ARC conditions and requirements as stipulated in their Official Position Statement.

BUREAU OF STATISTICS AND PLANS (BSP):
The applicant, LF Corporation, represented by Mr. Harry D. Gutierrez, is requesting for a zone change from "C" Commercial and "R-2" Multi-Dwelling Zone to a full "C" Commercial Zone for the construction of a 2-story commercial building consisting of retail, office, and storage spaces complete with parking and rear loading dock. The subject lot is 17,424 square meters or 187,549 square feet. Lot 1143-R1 is located along Vietnam Veteran's Highway, one of Guam's major thoroughfare. The adjacent surrounding properties include the Palmridge Hotel, Shell and Mobil Service Stations, McDonald's, convenience stores, Harvest Christian Academy, Guam International Airport Authority, churches, single family dwellings, apartment complexes, condominiums, and a GHURA housing development.

The Bureau of Statistics and Plans (Bureau) has completed its review of the zone change requests and finds the use compatible with the surrounding area and is consistent with the Kabales Planu Para Guahan and North and Central Guam Land Use Plan and provides the following comments and recommendations:

Stormwater Management. Managing stormwater is a key element in the protection of Guam's water resources. Surface runoff carries pollutants into Guam waters causing siltation and increasing sediment loads. The terrain of the subject property is flat and a

change from a natural environment to a hardscape environment greatly increases runoff volume created during normal rains and storms which can cause erosion and flooding.

With this in mind, the Bureau requires that the applicant take a proactive approach to stormwater retention on the property and minimize as much impacts, not only on-site, but also to neighboring properties as well. Swales and rain gardens are an example of diversified measures towards that end. For guidance on these practices, an electronic file of the guidebook "Island Stormwater Practice Design Specifications" is available at the Bureau's, Guam Coastal Management Program's website www.bsp3.guam.gov

Erosion Control. Controlling erosion and sediment flow from construction sites are a priority with regard to stormwater impacts to receiving water bodies within the project site. The Bureau recommends that the applicant prevent adverse impacts from construction site runoff by employing best management practices.

The applicant must refer to the CNMI and Guam Stormwater Management Manual, October 2006, the Guam Erosion & Sediment Control Field Guide available at www.bsp.guam.gov or at the Guam Environmental Protection Agency (GEPA) for detailed construction stormwater treatment criteria and standards, bio-retention areas, and rain garden specifications.

Low Impact Development (LID) Practices. According to National Oceanic Atmospheric Administration's (NOAA) Coastal Change Analysis Program (C-CAP), 40.4% of the Agana watershed is developed and 21.6% is impervious. Areas with impervious surface rates approaching or exceeding 12 percent to 15 percent will likely experience negative impacts to water quality. Severe degradation can be expected when rates reach 25 percent. The Bureau is concerned that additional impervious surfaces may exacerbate flooding in the area and surrounding neighborhoods if practices are not in place to manage runoff on the property.

The LID approach works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features while minimizing the use of impervious surfaces to create functional and appealing site drainage that treats stormwater as a resource rather than a waste product.

Considering the growing concerns of flooding due to increased impervious surface, the applicant is highly encouraged to implement LID practices such as permeable parking and walkways, grassed swales, island bio-retentions, green roofs, and/or rain gardens into the landscape as a means to reduce runoff and control erosion from their property. An electronic file of the Island Stormwater Practice Design Specifications is available on the Bureau's website at www.bsp.guam.gov under the Guam Coastal Management Program.

Native Flora. Protection from invasive species is critical to preserving Guam's native plant and animal species. Therefore, the applicant is advised to avoid the use of invasive plants in their landscape plan. The use of native plants requires little to no fertilizer for growth. The Bureau encourages consultation with the Department of Agriculture's Division of Forestry and Soil Resources on using native plants and organic fertilizers to avoid additional contaminants from entering the aquifer. The applicant may also seek guidance from Guam EPA regarding their Pesticide Control Program.

In light of the points presented above, the Bureau **recommends Approval** to the zone change request from "C" Commercial and "R-2" Multiple Dwelling Zone to a full "C" Commercial Zone. The Bureau finds that the proposed commercial activity is compatible with its surrounding uses. Accordingly, the applicant is encouraged to prevent contaminants

by controlling erosion during construction and managing stormwater runoff on site. Subsequently, if this application is approved, the Bureau recommends the applicant to comply with the recommendations stipulated above.

As government officials, it is our primary responsibility to ensure that the construction and operations of this proposed endeavor are in a manner designed to protect public health, safety, and to promote the public welfare and convenience. We also encourage the applicant to protect Guam's natural resources and to ensure they are used in a sustainable manner.

GUAM ENVIRONMENTAL PROTECTION AGENCY (GEPA):
The staff of this Agency reviewed the application and determined that this Agency do not have objection to rezone the subject property from partial "R-2" and "C" Zone to fully Commercial "C" Zone.

DEPARTMENT OF PUBLIC WORKS (DPW):
The Department of Public Works (DPW) has completed its review of the subject application and approves the request to convert the existing zoning to full commercial subject to meeting the conditions and criteria set forth:

- must not adversely affect the adjacent property or the neighboring area (provide fence or plants) as a buffer zone;
- must be compatible with the existing or allowable uses of the property;
- must demonstrate that adequate public facilities exist (entrance/exit, sidewalk, pedestrian and drainage system);
- must have a parking stalls (compact, standard and accessible stalls) that meets the American Disability Act (ADA) requirements;
- must not create undue traffic congestion (ingress/egress) and must be wide enough for public access;
- must provide all accessory building use for storage and shall be located at the rear or side yard of the property;
- to provide a solid waste composition for either private or public services and must be situated in an area that will not hinder the public rights of way.

It should be noted that in the future the applicant must comply with all the applicable rules, regulations prior to construction. For building permit application, the applicant is required to submit a complete set of design drawings with all the necessary disciplines needed and must be in conformance with the latest building code edition.

DEPARTMENT OF PARKS AND RECREATION (DPR):
We reviewed the subject request by Harry D. Gutierrez Consultant for LF Corporation for Lot 1143-R1 and have no objection to the approval of the Zone Change Application.

GUAM POWER AUTHORITY (GPA):
Guam Power Authority has reviewed the application described above and submits the following position statement:

A. Comments and Recommendations Concerning GPA requirements:
   1. Customer is required to comply with the following pursuant to the National Electric Code, National Electric Safety Code and GPA's Service Rules and Regulations:
      - Coordinate overhead/underground power requirements with GPA Engineering for new structures.
      - Maintain minimum clearances as defined by the current edition of the National Electrical Safety Code and National Electrical Code.

- Maintain adequate clearance between any structures and electric utility easements in accordance with NESC and GPA requirements.
- Developer/Owner shall provide necessary electrical utility easements to GPA prior to final connection.
- Provide scheduling and magnitude of project power demand requirements for new loads.
- All relocation costs for GPA's facilities, if necessary, is 100% chargeable to the applicant including but not limited to labor and materials.
- GPA reserves its easement rights established under Document No. 401633.

2. Primary distribution overhead and underground line extensions and GPA service connections must adhere to the guidelines outlined in the current issue of GPA's Service Rules and Regulations.

3. A system impact assessment may be required to determine the effect of this facility on GPA's existing power facilities.

4. All costs associated with the modification of GPA facilities shall be chargeable to the customer. This includes relocation costs, new installation costs and any required system upgrades.

B. General Comments:
GPA has no objection to the request subject to the conditions cited above.

GUAM WATERWORKS AUTHORITY (GWA):
The Guam Waterworks Authority (GWA) has reviewed the applicant's request for a zone change from a combination of "C" (Commercial) and "R2" (Multi-family) zones to full "C" zone for the proposed development of a commercial complex for retail and commercial spaces.

This memorandum shall serve as GWA's position statement to the above zone change request related to availability of water and sewer infrastructures to serve the above subject lot. This position statement shall not be construed as notice that water and sewer systems have the capabilities to accommodate the proposed development, including fire flow, without on-site or off-site improvements. Any extension of the water and sewer systems and/or capacity upgrades required to serve the property shall be subject to GWA rules and regulations. Any required extension to the existing facilities to serve the subject properties shall be at the applicant's expense.

Given the information provided in the application and field observations, the following comments are conditions for GWA's position in favor of the approval of this zone change application:

1. The applicant has submitted construction plans to GWA. Initial comments were provided and revised plans are required. The site development plans must illustrate the proposed point of connection for water and sewer and is subject to GWA inspection and approval. Submittals shall include water and sewer design calculations and complete drawings and specifications. Design calculations shall include proposed water demand calculations including fire-flow and sewer production calculations.

2. GWA typically requires the applicant to coordinate with the GWA Engineering Department at least six months prior to the building permit application submittal.

This timeframe was not met. Future discussions shall include determination if existing GWA facilities can accommodate the proposed development and if any off-site infrastructure improvements may be necessary. Utility capacity analysis will consider service to existing customers, as well as approved projects in the building permit/construction stage, as unavailable for use by newly proposed developments. Discussions with the GWA Engineering Department will also include applicable GWA standards and requirements.

3. There is a GWA water line located on the reference lot. GWA requires access to the lot in order to confirm the water line location along the easement along the southern lot boundary.

4. If off-site water and sewer infrastructure improvements are installed by the developer, they will require prior approval from GWA, must meet GWA standards, be constructed in the public easement or right of way, and shall be subject to inspection by GWA. Any infrastructure improvements will be at the expense of the applicant. GWA's approval of the occupancy permit application will be contingent upon the completion of offsite utility improvements.

   The developer shall register maps and documents for new public rights of way or utility easements with the Department of Land Management and provide copies to GWA.

5. Developers and subdivision owners who have installed water and/or wastewater pump stations whose sole purpose is to serve only the proposed development or subdivision, and consequently have no excess capacity to serve customers beyond the boundaries of said development or subdivision, shall be required to maintain their own pump station(s) and force main(s) in proper working condition to the satisfaction of GWA.

6. The applicant shall install GWA water meters in the public right of way or easement.

7. Backflow prevention devices are required for non-residential activities, swimming pools, or when a development will be served by a master meter.

8. New development is subject to water and/or sewer system development charges.

9. Certain activities are subject to sewer pre-treatment requirements. Grease traps or interceptors are required for food service establishments. Oil-water separators are required for vehicle maintenance activities.

10. Only wastewater shall be discharged to the sanitary sewer system. Stormwater, pool water, and pool backwash water discharge to the sanitary sewer system is prohibited.

11. After a GWA utility service account is opened, the account holder is responsible for informing GWA of onsite activity changes that may affect the account's classification and utility service requirements. Activity changes include, but are not limited to, laundry, food service, and vehicle maintenance activities.

This GWA Position Statement shall remain valid for 365 calendar days from the date of this response. Please contact GWA Engineering Division regarding water and sewer system improvement design and construction standards and procedures. For additional information

please contact Mauryn McDonald, P.E., Permits and New Area Development Supervisor, at 300-6054.

DEPARTMENT OF AGRICULTURE (DoAg):

Agriculture has reviewed the subject lot for the construction of a "Commercial Building" and has no opposition to the proposed usage and development. Our agency will recommend approval of the current proposal for the construction of the facility with the following statements, conditions and requirements set forth in 21 GCA Chapter 61 Section 61637.

Our preliminary inspection of the site found no adverse impact to Agricultural activity however there are concerns regarding any storm water runoff from further clearing and grading. Agriculture would like the developer implement some "Best Management Practices" designed to ensure that no debris and runoff is allowed to enter into ingress and egress points during construction, grading and clearing. As Rte. 8 is a main thoroughfare vehicles and machinery entering and exiting the site will pose a hazard should debris from the site make its way into the roadway. A wash out area that removes soil and other material from vehicles and other heavy equipment before exiting the site should be incorporated into the project. Additionally any heavy equipment that will be used carries with it some potential for spillage of fuels and other liquids that will be used for the construction of those buildings and annexes. To prevent any contamination of the "northern Aquifer Zone" we require that construction silt screen fencing is installed around the affected areas of development and is properly maintained throughout the active cycle of construction and any earthen work that is being performed. The inclusion of spill mats should also be incorporated round those sections that lead to drainage points near rights of ways, thoroughfares as well as any ponding basin or low zones adjacent to this lot.

Agriculture recommends including into the development a green zone where allowable that uses native tree species or other varieties of flora for a Green Zone landscaping plan.

The use of native trees that originate in this area are highly recommended as they are suitable and will adapt readily to the existing soils and will help to maintain a healthy aquifer and surrounding habitat to allow for a healthy and vibrant eco-system. The root system of these trees helps to prevent erosion and assists in filtering out synthetic contaminants and other manmade chemicals that would otherwise make its way into the aquifer and coastal zones thereby polluting it. In addition the generator and large cargo vehicles that will be entering into the rear portion of the lot when the commercial building goes into operation will be producing loud noises from the equipment. Therefore it is important to use these trees to reduce those noise levels from that will affect residents in the rear building. By plating a "Green Barrier" of trees around these areas will help reduce the noise decibels dramatically without adding to construction cost of a concrete wall or other barrier schemes. The Department of Agriculture has several programs and personnel that can assist you in developing a plan to address this issue.

Please contact our Agricultural Development Services & Forestry divisions here at the agency for further assistance and guidance at 300-7972 & 7976 respectively. Our Forestry division grows and maintains these native tree species should you choose to incorporate them into the project. Contact their office for assistance and consultation at 300-7976. Please be aware that the increased loss of Guam's native habitat contributes to a diminished capacity to sustain and support a healthy island community. It is vital that all land developers take a proactive step in preventing and causing this loss. To fully benefit and see these eco-friendly practices being used, visit our Department of Agriculture Organic and Environmental Demonstration Farm. The demonstration farm displays various planting techniques that will aid the incorporation of flora back into the landscape to ease

and possibly eliminate further damage to the environment. The planting of native trees will add to the aesthetic appeal of the development as it uses the trees that were once abundant in this part of Yigo and will also add to the privacy of the facility as it will house important materials used in law enforcement holdings. The trees will also serve to provide shading for the occupants, windbreak capabilities during heavy weather, erosion control, filtration of runoff and a more nature driven development plan that takes into account Guam's vital natural resources.

The guidelines as listed in this Impact Assessment should be used as a template to ensure continuation of Guam's habitat. For other earth friendly techniques and guidance form the Department of Agriculture please contact our offices at 300-7973.

DEPARTMENT OF PUBLIC HEALTH and SOCIAL SERVICES (DPH&SS):
No Position Statement has been received as of the date of this Memorandum of November 28, 2018.

GUAM FIRE DEPARTMENT (GFD):
No Position Statement has been received as of the date of this Memorandum of November 28, 2018.

GUAM DEPARTMENT OF EDUCATION (GDOE):
No Position Statement has been received as of the date of this Memorandum of November 28, 2018.

DEPARTMENT OF CHAMORRO AFFAIRS (DoCA):
No Position Statement has been received as of the date of this Memorandum of November 28, 2018.

Marvin Q. Aguilar

Attachments: ARC Position statements
Cc: Executive Secretary, GLUC

Eddie Baza Calvo
Governor of Guam

Ray Tenorio
Lieutenant Governor

BUREAU OF STATISTICS & PLANS

SAGAN PLANU SIHA YAN EMFOTMASION

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Carl V. Dominguez
Director
Manuel Q. Cruz
Deputy Director

SEP 2 1 2018

DEPARTMENT OF LAND MANAGEMENT
RECEIVED
SEP 24 2018
CLTC/GALC/GLUC

MEMORANDUM

To: Chairman, Guam Land Use Planning

Via: Executive Secretary, Department of Land Management

From: Director, Bureau of Statistics and Plans

Subject: **APPLICATION NO. 2018-32**
LOCATION: Lot 1143-R1, Municipality of Barrigada
APPLICANT: LF Corporation
PROPOSED USE: Rezone from "C" Commercial and "R-2" Multi Dwelling Zone to a *Full* "C" Commercial Zone

Håfa Adai! The applicant, LF Corporation, represented by Mr. Harry D. Guiterrez, is requesting for a zone change from "C" Commercial and "R-2" Multi Dwelling Zone to a *full* "C" Commercial Zone for the construction of a 2-story commercial building consisting of retail, office, and storage spaces complete with parking and rear loading dock. The subject lot is 17,424 square meters or 187,549 square feet. Lot 1143-R1 is located along Vietnam Veteran's Highway, one of Guam's major thoroughfare. The adjacent surrounding properties include the Palmridge Hotel, Shell and Mobil Service Stations, McDonald's, convenience stores, Harvest Christian Academy, Guam International Airport Authority, churches, single family dwellings, apartment complexes, condominiums, and a GHURA housing development.

The Bureau of Statistics and Plans (Bureau) has completed its review of the zone change requests and finds the use compatible with the surrounding area and is consistent with the Kabales Planu Para Guahan and North and Central Guam Land Use Plan and provides the following comments and recommendations:

Stormwater Management. Managing stormwater is a key element in the protection of Guam's water resources. Surface runoff carries pollutants into Guam waters causing siltation and increasing sediment loads. The terrain of the subject property is flat and a change from a natural environment to a hardscape environment greatly increases runoff volume created during normal rains and storms which can cause erosion and flooding.

With this in mind, the Bureau requires that the applicant take a proactive approach to stormwater retention on the property and minimize as much impacts, not only on-site, but

also to neighboring properties as well. Swales and rain gardens are an example of diversified measures towards that end. For guidance on these practices, an electronic file of the guidebook *"Island Stormwater Practice Design Specifications"* is available at the Bureau's, Guam Coastal Management Program's website www.bsp3.guam.gov

Erosion Control. Controlling erosion and sediment flow from construction sites are a priority with regard to stormwater impacts to surface receiving water bodies within the project site. The Bureau recommends that the applicant prevent adverse impacts from construction site runoff by employing best management practices.

The applicant must refer to the CNMI and Guam Stormwater Management Manual, October 2006, the Guam Erosion & Sediment Control Field Guide available at www.bsp.guam.gov or at the Guam Environmental Protection Agency (GEPA) for detailed construction stormwater treatment criteria and standards, bio-retention areas, and rain garden specifications.

Low Impact Development (LID) Practices. According to National Oceanic Atmospheric Administration's (NOAA) Coastal Change Analysis Program (C-CAP), 40.4% of the Agana watershed is developed and 21.6% is impervious. Areas with impervious surface rates approaching or exceeding 12 percent to 15 percent will likely experience negative impacts to water quality. Severe degradation can be expected when rates reach 25 percent. The Bureau is concerned that additional impervious surfaces may exacerbate flooding in the area and surrounding neighborhoods if practices are not in place to manage runoff on the property.

The LID approach works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features while minimizing the use of impervious surfaces to create functional and appealing site drainage that treats stormwater as a resource rather than a waste product.

Considering the growing concerns of flooding due to increased impervious surface, the applicant is highly encouraged to implement LID practices such as permeable parking and walkways, grassed swales, island bio-retentions, green roofs, and/or rain gardens into the landscape as a means to reduce runoff and control erosion from their property. An electronic file of the Island Stormwater Practice Design Specifications is available on the Bureau's website at www.bsp.guam.gov under the Guam Coastal Management Program.

Native Flora. Protection from invasive species is critical to preserving Guam's native plant and animal species. Therefore, the applicant is advised to avoid the use of invasive plants in their landscape plan. The use of native plants requires little to no fertilizer for growth. The Bureau encourages consultation with the Department of Agriculture's Division of Forestry and Soil Resources on using native plants and organic fertilizers to avoid additional contaminants from entering the aquifer. The applicant may also seek guidance from Guam EPA regarding their Pesticide Control Program.

In light of the points presented above, the Bureau **recommends Approval** to the zone change request from "C" Commercial and "R-2" Multiple Dwelling Zone to a *full* "C" Commercial Zone. The Bureau finds that the proposed commercial activity is compatible with its surrounding uses. Accordingly, the applicant is encouraged to prevent contaminants by controlling erosion during construction and managing stormwater runoff on site. Subsequently, if this application is approved, the Bureau recommends the applicant to comply with the recommendations stipulated above.

As government officials, it is our primary responsibility to ensure that the construction and operations of this proposed endeavor are in a manner designed to protect public health, safety, and to promote the public welfare and convenience. We also encourage the applicant to protect Guam's natural resources and to ensure they are used in a sustainable manner. ***Si Yu'os Ma'ase'.***

CARL V. DOMINGUEZ
Director

cc: GEPA
DPW
GWA
DPR
GPA

The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY S. TENORIO
Lieutenant Governor

DEPARTMENT OF LAND MANAGEMENT
RECEIVED
JUN 22 2018
CLTC/GALC/GLUC

public works
DIPATTAMENTON CHETCHO' PUBLEKO
GLENN LEON GUERRERO
Director
ANDREW S. LEON GUERRERO
Deputy Director

MEMORANDUM

TO: Director, Department of Land Management

FROM: Director, Department of Public Works

APPLICATION: 2018-32

APPLICANT: LF Corporation

POSITION STATEMENT: From Commercial ("C") & Multi Family Dwelling ("R-2")
Convert into Full Commercial ("C") Zone Area
Lot No.: 1143-R1, Barrigada, Guam

Buenas yan Hafa Adai! Applicant, is requesting to convert an existing Commercial and "Multi Family Dwelling Zone into a Full Commercial Zone area. The proposed zone change is to accom modate commercial, retail complex, parking, loading area and landscaping. The total lot area is approximately 17,424 square meters or 187,549.6 square feet.

Under 21GCA Real Property CH. 61 Zoning Law
Split Zoned Lots: (See Attached Regulations)
Whenever a lot has two (2) separate zoning designations within its boundaries the property owner shall have the right to select one of the two (2) zones and to have it apply to the entire lot.

The Department of Public Works (DPW) has completed its review of the subject application and approves the request to convert the existing zoning to full commercial subject to meeting the conditions and criteria set forth:

- must not adversely affect the adjacent property or the neighboring area (provide fence or plants) as a buffer zone;
- must be compatible with the existing or allowable uses of the property;
- must demonstrate that adequate public facilities exist (entrance/exit, sidewalk, pedestrian and drainage system);
- must have a parking stalls (compact, standard and accessible stalls) that meets the American Disability Act (ADA) requirements;
- must not create undue traffic congestion (ingress/egress) and must be wide enough for public access;

- must provide all accessory building use for storage and shall be located at the rear or side yard of the property;

- to provide a solid waste composition for either private or public services and must be situated in an area that will not hinder the public rights of way.

It should be noted that in the future the applicant must comply with all the applicable rules, regulations prior to construction. For building permit application, the applicant is required to submit a complete set of design drawings with all the necessary disciplines needed and must be in conformance with the latest building code edition.

Should you have any questions, please contact Mr. Max C. Manzano, P.E., Chief Engineer for the Division of Capital Improvement Projects (CIP- Vertical) or Maryrose M. Wilson, Engineer III, at (671) 646- 3230 or 646-3224.

Dangkulu na Si Yu'os Ma'ase!

GLENN LEON GUERRERO

Department of Agriculture
Dipåttamenton Agrikottura

Eddie Baza Calvo
Governor

Ray Tenorio
Lt. Governor

Director's Office	300-7970 / 7969 / 7966
Agricultural Development Services	300-7973 / 7972 / 7967
Plant Nursery	300-7974
Aquatic & Wildlife Resources	735-3955/56; Fax 734-6570
Forestry & Soil Resources	300-7975/6
Plant Inspection Station	475-1426/27; Fax 475-9487
Animal Health	300-7965 Fax 734-6569

Matthew L.G. Sablan
Director

Jessie B. Palican
Deputy Director

DEPARTMENT OF LAND MANAGEMENT
RECEIVED
SEP 19 2018
9:48 AM
CLTC/GALC/GLUC

August 17, 2018
Memorandum

To: Director, Department of Land Management

Attn: Executive Secretary, Guam Land Use Commission and Guam Seashore Protection Commission

From: Director of Agriculture

Subject: **"Agricultural & Environmental Impact Statement" for Lot 1143-R1 consisting of 4.6 acres Located in Barrigada off of Rte 8. (LF Corporation c/o Harry Gutierrez).**

Agriculture has reviewed the subject lot for the construction of a "Commercial Building" and has no opposition to the proposed usage and development. Our agency will recommend approval of the current proposal for the construction of the facility with the following statements, conditions and requirements set forth in *21 GCA Chapter 61 Section 61637.*

Our preliminary inspection of the site found no adverse impact to **Agricultural** activity however there are concerns regarding any storm water runoff from further clearing and grading. Agriculture would like the developer implement some **"Best Management Pracitices"** designed to ensure that no debris and runoff is allowed to enter into ingress and egress points during construction, grading and clearing. As Rte. 8 is a main thoroughfare vehicles and machinery entering and exiting the site will pose a hazard should debris from the site make its way into the roadway. A wash out area that removes soil and other material from vehicles and other heavy equipment before exiting the site should be incorporated into the project. Additionally any heavy equipment that will be used carries with it some potential for spillage of fuels and other liquids that will be used for the construction of those buildings and annexes. To prevent any contamination of the **"Northern Aquifer Zone"** we require that **construction silt screen fencing** is installed around the affected areas of development and is properly maintained throughout the active cycle of construction and any earthen work that is being performed. The inclusion of **spill mats** should also be incorporated round those sections that lead to drainage points near rights of ways, thoroughfares as well as any ponding basin or low zones adjacent to this lot.

Agriculture recommends including into the development a green zone where allowable that uses native tree species or other varieties of flora for a Green Zone landscaping plan.

The use of native trees that originate in this area are highly recommended as they are suitable and will adapt readily to the existing soils and will help to maintain a healthy aquifer and surrounding habitat to allow for a healthy and vibrant eco-system. The root system of these trees helps to prevent erosion and assists in filtering out synthetic contaminants and other manmade chemicals that would otherwise make its way into the aquifer and coastal zones thereby polluting it. In addition the generator and large cargo vehicles that will be entering into the rear portion of the lot when the commercial building goes into operation will be producing loud noises from the equipment. Therefore it is important to use these trees to reduce those noise levels from that will affect residents in the rear of the building. By planting a **"Green Barrier"** of trees around these areas will help reduce the noise decibels dramatically without adding to construction cost of a concrete wall or other barrier schemes. The **Department of Agriculture** has several programs and personnel that can assist you in developing a plan to address this issue.

Please contact our **Agricultural Development Services & Forestry** divisions here at the agency for further assistance and guidance at 300-7972 & 7976 respectively. Our Forestry division grows and maintains these native tree species should you choose to incorporate them into the project. Contact their office for assistance and consultation at 300-7976. Please be aware that the increased loss of Guam's native habitat contributes to a diminished capacity to sustain and support a healthy island community. It is vital that all land developers take a proactive step in preventing and causing this loss. To fully benefit and see these eco-friendly practices being used, visit our **Department of Agriculture Organic and Environmental Demonstration Farm**. The demonstration farm displays various planting techniques that will aid the incorporation of flora back into the landscape to ease and possibly eliminate further damage to the environment. The planting of native trees will add to the aesthetic appeal of the development as it uses the trees that were once abundant in this part of Yigo and will also add to the privacy of the facility as it will house important materials used in law enforcement holdings. The trees will also serve to provide shading for the occupants, windbreak capabilities during heavy weather, erosion control, filtration of runoff and a more nature driven development plan that takes into account Guam's vital natural resources

The guidelines as listed in this Impact Assessment should be used as a template to ensure continuation of Guam's habitat. For other earth friendly techniques and guidance form the Department of Agriculture please contact our offices at 300-7973. Thank you in this regard.

MATTHEW L.G. SABLAN
Director

GUAM
ENVIRONMENTAL PROTECTION AGENCY
AHENSIAN PROTEKSION LINA'LA GUAHAN

GUAM ENVIRONMENTAL PROTECTION AGENCY 1973

EDDIE BAZA CALVO
GOVERNOR OF GUAM

RAY TENORIO
LT. GOVERNOR OF GUAM

17-3304 MARINER AVENUE · TIYAN, BARRIGADA, GUAM 96913-1617

FIND US ONLINE AT EPA.GUAM.GOV

September 18, 2018.

Mr. John Z. Arroyo, Chairman
Guam Land Use Commission
c/o Department of Land Management
Government of Guam
P.O. Box 2950
Hagatna, Guam 96910

9/19/18
RECEIVED

Ref: GLUC Application No. 2018-32 – Rezone Lot No. 1143-R1 from "C" (Commercial) and "R-2" (Multi-Family Dwelling) to Full "C" (Commercial) Zone.

Hafa Adai Mr. Arroyo,

The staff of this Agency reviewed the application and determined that this Agency do not have objection to rezone the subject property from partial "R-2" and "C" Zone to fully Commercial "C" Zone.

Should you have question please do not hesitate to contact me at 300-7076.

Sincerely,

for WALTER S. LEON GUERRERO
Administrator

Eddie B. Calvo
Governor
Ray Tenorio
Lt. Governor

Department of Parks and Recreation
Government of Guam
490 Chalan Palasyo, Agana Heights, Guam 96910
Director's Office: (671) 475-6288
Parks Division: (671) 475-6291
Guam Historic Resources Division: (671) 475-6294/5
Facsimile: (671) 477-2822

William N. Reyes
Director
John P. Taitano
Deputy Director

DEPARTMENT OF LAND MANAGEMENT
RECEIVED
JUN 08 2018
CLTC/GALC/GLUC

In reply refer to:
RC 2017-0915

May 30, 2018

Memorandum

To: Executive Secretary, Guam Land Use Commission

From: Director, Department of Parks and Recreation

Subject: Application No. 2018-32: Zone Change Application from "C" and "R2" to a full "C" on Lot 1143-R1, Municipality of Barrigada, Guam

We reviewed the subject request by Harry D. Gutierrez Consultant for LF Corporation for Lot 1143-R1 and have no objection to the approval of the Zone Change Application.

Please do not hesitate to call us should you have any questions.

Sincerely,

William N. Reyes

Rec'd 6/8/18 P.G. Planning Div

GUAM POWER AUTHORITY

ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

May 15, 2018

DEPARTMENT OF LAND MANAGEMENT
RECEIVED
MAY 23 2018
925 pt
CLTC/GALC/GLUC

MEMORANDUM

To: Chairman, Guam Land Use Commission
Executive Secretary, Guam Land Use Commission

From: General Manager

Subject: Lots 1143-R1, Municipality of Barrigada, (LF Corporation); Zone Change Application from "C" (Commercial) & "R-2" (Multi-Family Dwelling) to "C" full (Commercial) to construct a commercial complex. **Application No. 2018-32**

Guam Power Authority has reviewed the application described above and submits the following position statement:

A. Comments and Recommendations Concerning GPA requirements:

1. Customer is required to comply with the following pursuant to the National Electric Code, National Electric Safety Code and GPA's Service Rules and Regulations:
   - Coordinate overhead/underground power requirements with GPA Engineering for new structures.
   - Maintain minimum clearances as defined by the current edition of the National Electrical Safety Code and National Electrical Code.
   - Maintain adequate clearance between any structures and electric utility easements in accordance with NESC and GPA requirements.
   - Developer/Owner shall provide necessary electric utility easements to GPA prior to final connection.
   - Provide scheduling and magnitude of project power demand requirements for new loads.
   - All relocation costs for GPA's facilities, if necessary, is 100% chargeable to the applicant including but not limited to labor and materials.
   - **GPA reserves its easement rights established under Document No. 401633.**

2. Primary distribution overhead and underground line extensions and GPA service connections must adhere to the guidelines outlined in the current issue of GPA's Service Rules and Regulations.

3. A system impact assessment may be required to determine the effect of this facility on GPA's existing power facilities.

4. All costs associated with the modification of GPA facilities shall be chargeable to the customer. This includes relocation costs, new installation costs and any required system upgrades.

B. General Comments
GPA has no objection to the request subject to the conditions cited above.

JOHN M. BENAVENTE, P.E.

ASG/arp

INFRASTRUCTURE CERTIFICATION FORM

Agency Certifying: **Guam Power Authority**
Applicant: LF Corporation
Location: Lot 1143-R1, Barrigada
Type of Application: Zone Change
GLUC/GSPC Application No. 2018-32
Brief Project Description:
"C' & "R-2" to "C" to construct a commercial complex.

For the purposes of this Certification, GOVERNMENT SERVICES, FACILITIES, and INFRASTRUCTURE include, but are not limited to: **power lines poles and facilities; water lines, pumps and facilities; sewer and liquid waste disposal; storm water disposal; solid waste disposal; telephone lines and facilities; schools; health facilities; police and fire fighting service and facilities; roads; traffic and street lights; parks and recreational activities.**

1. I hereby certify that the required GOVERNMENT SERVICES, FACILITIES and INFRASTRUCTURE are currently **AVAILABLE AND IN PLACE** to support this project:
   Yes ☐ No ☒

2. If the answer to #1 above is YES, then:
   I hereby certify that the required GOVERNMENT SERVICES, FACILITIES and INFRASTRUCTURE are currently **ADEQUATE** to support this project:

   Yes ☐ No ☒

3. If the required GOVERNMENT SERVICES, FACILITIES and INFRASTRUCTURE currently in place are **NOT AVAILABLE** or they are **AVAILABLE, BUT NOT ADEQUATE,** itemize the services, facilities and infrastructure that are needed, the estimated cost thereof and whether funds are currently available and identified to develop such services, facilities and infrastructure:

Services, Facilities and Infrastructure Needed	Cost of Upgrades	Funds Available	Date Available	Funds Identified
Please see comments below				

I hereby certify that the foregoing is true and correct to the best of my knowledge.

JOHN M. BENAVENTE, P.E.
General Manager

5/18/18
Date

Comments:
Based on a preliminary inspection of the site, the electrical facilities may require upgrading to meet the demand of the proposed project. A system impact assessment may be required to determine the effect of this facility on GPA's existing power distribution system. The applicant will be responsible for the cost of any required system upgrade.

ASG/arp

GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

DEPARTMENT OF LAND MANAGEMENT
RECEIVED
OCT 01 2018
CLTC/GALC/GLUC

MEMORANDUM

September 20, 2018

TO: Michael Borja, Director, Department of Land Management

FROM: Miguel C. Bordallo, P.E., General Manager

CC: Mayor June U. Blas, Municipality of Barrigada
(mayorbarrigada@gmail.com)

SUBJECT: Position Statement on Zone Change Application 2018-32 for Lot 1143-R1 in Barrigada

APPLICANT: LF Corporation

The Guam Waterworks Authority (GWA) has reviewed the applicant's request for a zone change from a combination of "C" (Commercial) and "R2" (Multi-family) zones to full "C" zone for the proposed development of a commercial complex for retail and commercial spaces.

This memorandum shall serve as GWA's position statement to the above zone change request related to availability of water and sewer infrastructures to serve the above subject lot. This position statement shall not be construed as notice that water and sewer systems have the capabilities to accommodate the proposed development, including fire flow, without on-site or off-site improvements. Any extension of the water and sewer systems and/or capacity upgrades required to serve the property shall be subject to GWA rules and regulations. Any required extension to the existing facilities to serve the subject properties shall be at the applicant's expense.

Given the information provided in the application and field observations, the following comments are conditions for GWA's position in favor of the approval of this zone change application:

1. The applicant has submitted construction plans to GWA. Initial comments were provided and revised plans are required. The site development plans must illustrate the proposed point of connection for water and sewer and is subject to GWA inspection and approval. Submittals shall include water and sewer design calculations and complete drawings and specifications. Design calculations shall include proposed water demand calculations including fire-flow and sewer production calculations.

2. GWA typically requires the applicant to coordinate with the GWA Engineering Department at least six months prior to the building permit application submittal. This timeframe was not met. Future discussions shall include determination if existing GWA facilities can accommodate the proposed development and if any off-site infrastructure improvements may be necessary. Utility capacity analysis will consider service to existing customers, as well as approved projects in the building permit/construction stage, as unavailable for use by newly proposed developments. Discussions with the GWA Engineering Department will also include applicable GWA standards and requirements.

3. There is a GWA water line located on the referenced lot. GWA requires access to the lot in order to confirm the water line location along the easement along the southern lot boundary.

4. If off-site water and sewer infrastructure improvements are installed by the developer, they will require prior approval from GWA, must meet GWA standards, be constructed in the public easement or right of way, and shall be subject to inspection by GWA. Any infrastructure improvements will be at the expense of the applicant. GWA's approval of the occupancy permit application will be contingent upon the completion of offsite utility improvements.

   The developer shall register maps and documents for new public rights of way or utility easements with the Department of Land Management and provide copies to GWA.

5. Developers and subdivision owners who have installed water and/or wastewater pump stations whose sole purpose is to serve only the proposed development or subdivision, and consequently have no excess capacity to serve customers beyond the boundaries of said development or subdivision, shall be required to maintain their own pump station(s) and force main(s) in proper working condition to the satisfaction of GWA.

6. The applicant shall install GWA water meters in the public right of way or easement.

7. Backflow prevention devices are required for non-residential activities, swimming pools, or when a development will be served by a master meter.

8. New development is subject to water and/or sewer system development charges.

9. Certain activities are subject to sewer pre-treatment requirements. Grease traps or interceptors are required for food service establishments. Oil-water separators are required for vehicle maintenance activities.

10. Only wastewater shall be discharged to the sanitary sewer system. Stormwater, pool water, and pool backwash water discharge to the sanitary sewer system is prohibited.

11. After a GWA utility service account is opened, the account holder is responsible for informing GWA of onsite activity changes that may affect the account's classification and utility service requirements. Activity changes include, but are not limited to, laundry, food service, and vehicle maintenance activities.

This GWA Position Statement shall remain valid for 365 calendar days from the date of this response. Please contact GWA Engineering Division regarding water and sewer system improvement design and construction standards and procedures. For additional information please contact Mauryn McDonald, P.E., Permits and New Area Development Supervisor, at 300-6054.

Lawsuit: Altar boy abused for two years

By Mindy Aguon
mindy@postguam.com

A former altar boy alleges he was sexually abused at least 40 times over a two-year period in the late 1970s by a priest during swimming outings after Sunday mass.

W.M., who used initials to protect his identity, filed a civil lawsuit in the Superior Court of Guam against the Archdiocese of Agana and the Capuchin Franciscans.

The lawsuit alleges George Maddock, who died in October, sexually abused the boy for two years beginning when W.M. was 9 years old and served as an altar boy at St. Francis of Assisi parish in Yona where Maddock served as priest.

Maddock allegedly took W.M. and other altar boys to swim at the USO Beach in Piti after Sunday Mass.

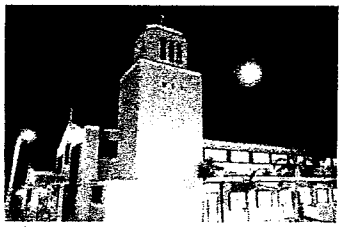
One day while at the beach, Maddock allegedly took W.M. to the deep part of the water and allowed the boy to climb on his back because the boy was still learning to swim, court documents state. While in the deep part of the water, Maddock allegedly removed the boy's shorts and began to masturbate him.

"On at least 20 Sundays per year for a period of at least two years, Maddock would force W.M. to remove his pants and would fondle and masturbate the boy," the lawsuit stated.

Maddock also is accused of penetrating the boy while pretending to teach the boy to drive his car and making the minor sit on his lap, the civil suit indicated.

W.M.'s attorney, Anthony Perez, maintained the incidents affected his client's performance as an altar boy.

"He walked around in fear and had anxieties about seeing Father George," the lawsuit stated. "Although he tried his best to avoid him, whenever he did see him walking around or when they made eye contact, W.M. became frightened."



YONA CHURCH: *St. Francis of Assisi Catholic Church in Yona is pictured on Oct. 23. A new lawsuit filed by a former altar boy at the church alleges a now-deceased priest sexually abused him in the late 1970s. Post file photo*

'Harboring child abusers'

The lawsuit alleges gross negligence on the part of the defendants.

Perez alleged the defendants had a "practice and pattern of harboring child abusers and protecting their identities."

The suit seeks damages to be proven at trial and nonmonetary relief that would require the defendants to do the following:

- Post the names of all known clergy, religious, representatives and employees of the archdiocese and Capuchin Franciscans who are known as sexual abusers.
- Establish a toll-free phone number and website where anonymous abuse complaints can be made.
- Adopt a whistleblower policy concerning the method by which a report concerning abuse within the archdiocese can be made.
- Conduct a private conference with any survivor of sexual abuse with the archbishop or bishop on Guam.
- Write a letter of apology in which the defendants take responsibility for the abuse.

PUBLICATION NOTICE

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

DOHBOYS
dba: STAX

has applied for a Class: **4 / On-Sale Beer Alcoholic Beverage License.** Said premises being marked as Lot: **1134 5 BLK 1, 110 W SOLEDAD ST. HAGATNA.**

Sen. Thomas Ada
Committee on Environment, Land, Agriculture, and Procurement Reform

Monday, December 10, 2018
I Liheslaturan Guahan, Public Hearing Room

AGENDA

5:30pm

Bill No. 369-34 (COR) – Thomas C. Ada - An act to authorize the sale of a five hundred eighty-one plus or minus (581±) square meter portion of the Old Dela Corte street and alley in Old Agaña contiguous to Lot 1000, Lot 1001, Lot 1001-2, Lot 1002, Lot 1006, Lot 1007, Lot 1008, and Lot 1010 in the municipality of *Hagåtña.*

Bill No. 370-34 (COR) – Thomas C. Ada - An act to authorize a commercial lease between the Mayor of Piti, the Piti Municipal Planning Council and the Guam Telephone Authority for use of Lot 5NEW-R1, Block 2, Municipality of *Piti.*

Tuesday, December 11, 2018
I Liheslaturan Guahan, Public Hearing Room

AGENDA

5:30pm

Bill No. 372-34 (COR) – Therese M. Terlaje - An act to amend § 45105 of Chapter 45, Title 10, Guam Code Annotated; to add a new subsection (p) and (q) to § 50104 of chapter 50, title 10, Guam Code Annotated; and to add a new subsection (g) and (h) to § 22107, chapter 22, title 22, Guam Administrative Rules and Regulations, relative to the timely publication of all notices of violation, orders of compliance, notices of defense, voluntary compliance agreements and referrals to the office of attorney general for prosecution, issued by the Guam Environmental Protection Agency and to requiring that all voluntary compliance agreements be subject to the final review, approval and amendment by the GEPA Board of Directors.

Bill No. 357-34 (COR) – Thomas C. Ada - An act to authorize I Maga'låhen Guåhan to exchange three hundred twenty-four (324) square meters of Lot 12-2 REM in the municipality of Agana Heights (government of Guam land) with three hundred twenty-four (324) square meters of lot 12-9REM-R4 in the municipality of Agana Heights (private land) to correct an encroachment by the *Agana Heights* sports and recreational facility.

Bill No. 376-34 (COR) – Thomas C. Ada - An act to authorize I Maga'låhen Guåhan to sell the remainder portion of government of Guam Lot 12-2 REM in the municipality of *Agana Heights.*

Individuals requiring special accommodations should submit request to Rick Salas at 473-3301.
Paid for by Committee funds.www.senatorada.org

GUAM LAND USE COMMISSION
Department of Land Management
ITC Building, Third Floor, Tamuning, GU
P.O. Box 2950, Hagatna, Guam 96932
Tel: (671) 649-5263, Fax: (671) 649-5383

EDDIE BAZA CALVO, Governor
RAY TENORIO, Lieutenant Governor
MICHAEL J.B. BORJA, Director
DAVID V. CAMACHO, Deputy Director

AGENDA

A regular meeting of the Guam Land Use Commission will be held on Thursday, December 13, 2018 at 1:30 pm, Department of Land Management Conference Room, 590 S. Marine Corps Dr., 3rd Floor, ITC Building, Tamuning.

I. Roll Call
II. Approval of Minutes – NONE
III. New Business
A. 2017-36, Christina M. Borja; Zone Change from "A" to "LC", Lot 101-9, Yoña. [GLUC-8/23/2018]
B. 2017-41B, Albert P. Sanga; Zone Change from "R-1" to "LC" Lot 1103-3-1A-1, Mangilao. [GLUC-8/23/2018]
C. 2002-30E, BME & Sons, Inc.; renewal of its previously approved Use Zone Variance & Status Report; Lot 10, T293, Mangilao. [GLUC-8/23/2018]
D. 2015-26C, Deepak & Kiran Sadhwani; Final Subdivision request for an industrial park, Lot 5315, Dededo.
E. 20181-21, TRI Inc.; Tentative Subdivision for proposed Paradise Court Subdivision, Lot 2303-R8NEW, Mangilao.
F. 2018-24, Wellborn LLC, Tentative Subdivision for proposed Wellborn Estates, on Lots 7110-NEW-NEW-1, 7110-NEW-NEW-2 & 7110-NEW-NEW-R2, Yigo
IV. Administrative & Miscellaneous Matters
V. Adjournment

HYBRID LAND USE COMMISSION
Department of Land Management
ITC Building, Third Floor, Tamuning, GU
P.O. Box 2950, Hagatna, Guam 96932
Tel: (671) 649-5263, Fax: (671) 649-5383

EDDIE BAZA CALVO, Governor
RAY TENORIO, Lieutenant Governor
MICHAEL J.B. BORJA, Director
DAVID V. CAMACHO, Deputy Director

A regular meeting of the Guam/Hybrid Land Use Commission will be held on Thursday, December 13, 2018 at 1:30 pm, Department of Land Management Conference Room, 590 S. Marine Corps Dr., 3rd Floor, ITC Building, Tamuning.

I. Roll Call
II. Approval of Minutes – October 11, 2018
III. New Business
A. 2018-32, LF Corporation; Zone Change from "C/R2" to "C" zone, Lot 1143-R1. Barrigada. [MCoG DLM 2019-01]
B. 2018-48, Kevin Shin; Height Zone Variance for proposed construction of an 11-story, 246-unit airport hotel, Lot 5195-2-R-1, Tamuning. [MCoG DLM 2019-02]
V. Administrative & Miscellaneous Matters
VI. Adjournment

Funding Source provided by above Applicants
Person(s) requiring special accommodations please call Cristina at 649-5263 Ext. 375

ATTACHMENT 6

Doc. No. 35GL-19-0344.

ATTACHMENT 6

Soldiers, airmen return home after assisting Saipan recovery

More than 70 members of the Guam National Guard and the U.S. Army Reserves returned home Saturday after helping the people of Saipan recover from the devastation of Supertyphoon Yutu. They were among hundreds of service members who assisted with recovery efforts.

"Over the past six weeks, Guard members and U.S. Army Reservists were on Saipan to help with clearing and transporting more than 10,000 cubic yards of debris, assessing thousands of homes and repairing more than 300 roofs with temporary fixtures to allow residents to return to safe, livable conditions," stated a release from the Guam National Guard.

"Recovery efforts on Saipan will continue as FEMA sources civilian contractors to seamlessly take over what the military started."

The remaining Guard members are expected to return this week, the release added.

(Daily Post Staff)



ON THE FLIGHT LINE: *Airmen and soldiers from the Guam National Guard and U.S. Army Reserves pose for a picture on the flight line at Andersen Air Force Base in Yigo. They were among hundreds of service members who assisted with recovery efforts following the devastation of Supertyphoon Yutu in October. Maj. Josephine Blas/Guam National Guard*

GUAM LAND USE COMMISSION

Department of Land Management
ITC Building, Third Floor, Tamuning, GU
P.O. Box 2950, Hagatna, Guam 96932
Tel: (671) 649-5263, Fax: (671) 649-5383

EDDIE BAZA CALVO
Governor
RAY TENORIO
Lieutenant Governor

MICHAEL J.B. BORJA
Director
DAVID V. CAMACHO
Deputy Director

AGENDA

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I. Roll Call
II. Approval of Minutes – NONE
III. New Business
- A. 2017-36, Christina M. Borja: Zone Change from "A" to "LC", Lot 101-9, Yoña [GLUC-8/23/2018]
- B. 2017-41B, Albert P. Sanga; Zone Change from "R-1" to "LC" Lot 1103-3-1A-1, Mangilao. [GLUC-8/23/2018]
- C. 2002-30E, BME & Sons, Inc.; renewal of its previously approved Use Zone Variance & Status Report; Lot 10, T293, Mangilao. [GLUC-8/23/2018]
- D. 2015-26C, Deepak & Kiran Sadhwani; Final Subdivision request for an industrial park, Lot 5315, Dededo.
- E. 20181-21, TRI Inc.; Tentative Subdivision for proposed Paradise Court Subdivision, Lot 2303-R8NEW, Mangilao.
- F. 2018-24, Wellborn LLC, Tentative Subdivision for proposed Wellborn Estates, on Lots 7110-NEW-NEW-1, 7110-NEW-NEW-2 & 7110-NEW-NEW-R2, Yigo

IV. Administrative & Miscellaneous Matters
V. Adjournment

HYBRID LAND USE COMMISSION

Department of Land Management
ITC Building, Third Floor, Tamuning, GU
P.O. Box 2950, Hagatna, Guam 96932
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I. Roll Call
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- B. 2018-48, Kevin Shin; Height Zone Variance for proposed construction of an 11-story, 246-unit airport hotel, Lot 5195-2-R-1, Tamuning. [MCoG DLM 2019-02]

V. Administrative & Miscellaneous Matters
VI. Adjournment

Funding Source provided by above Applicants
Person(s) requiring special accommodations please call Cristina at 649-5263 Ext. 375



WELCOME HOME: *Maj. Gen. Roderick Leon Guerrero, right, the adjutant general of the Guam National Guard, greets Staff Sgt. Edward San Nicolas, from the Guam Air National Guard 254th Red Horse Squadron. Maj. Josephine Blas/Guam National Guard*



REUNITED: *Staff Sgt. Jesse San Nicolas, from the Guam Air National Guard 254th Red Horse Squadron, is greeted by his son. Sgt. Denise Raphael/ Guam National Guard*



DADDY'S HOME: *Master Sgt. Jesse Franquez, from the Guam Air National Guard 254th Force Support Squadron, is greeted by his daughter Saturday at the Air Guard's facility on Andersen Air Force Base in Yigo. Franquez returned from Saipan after assisting with recovery efforts following the devastation of Supertyphoon Yutu in October. Tech. Sgt. Denise Raphael/Guam National Guard*

Doc. No. 35GL-19-0344.

GUAM-HYBRID LAND USE COMMISSION

Acting Chairman Tae S. Oh
Commissioner Conchita D. Bathan
Commissioner Hardy I.T. Vy

Commissioner [Vacant]
Commissioner [Vacant]

Michael J.B. Borja, Executive Secretary
Nicolas E. Toft, Legal Counsel (OAG)

AGENDA - DISPOSITION

Regular Meeting

Thursday, December 13, 2018 @1:30 p.m.

Department of Land Management Conference Room
590 S. Marine Corps Drive, 3rd Floor, ITC Building, Tamuning
[As advertised in the Guam Daily Post on December 6, 2018 and December 11, 2018]
[MCoG DLM 2019-01 and MCoG DLM 2019-02]

I. **Notation of Attendance** [X] Quorum **1:39 p.m** [ ] No Quorum

Present were: Chairman Tae Oh, Commissioner Conchita Bathan, Commissioner Hardy Vy, Executive Secretary Michael Borja, Legal Counsel Nick Toft, Chief Planner Marvin Aguilar, Planning Staff Penmer Gulac, Frank Taitano, Celine Cruz and Recording Secretary Cristina Gutierrez.

MCoG DLM 2019-01 – Mayor June Blas, Mayor Rudy Paco, Mayor Allan Ungacta
MCoG DLM 2019-02 – Mayor Louise Rivera, Mayor Melissa Savares, Mayor Rudy Matanane

II. **Approval of Minutes**

- GLUC Regular Meeting of Thursday, ~~October 11, 2018~~ September 27, 2018

Action – wrong date of Minutes for approval was published; and therefore, will be rolled over to the next Hybrid meeting. Correct date of Minutes should be Thursday, September 11, 2018.

III. **Old or Unfinished Business [None]**

IV. **New Business**

Zone Change

A. **Application No. 2018-32**, LF Corporation; Zone Change from "C/R-2" (Commercial/Multi Family Residential) to "LC" (Commercial) zone, for the proposed construction of a commercial complex, on Lot 1143-R1, in the Municipality of Barrigada. **[MCoG DLM 2019-01. Municipal Commissioners June Blas, Rudy Paco, ~~John Cruz~~ and Allan Ungacta]** Case Planner: Penmer Gulac

Action – motion to approve was passed unanimously, in accordance with Barrigada MPC Resolution No. 2018-14, limited commercial will be subject to the following:

1. **That only limited commercial activities as approved by the Guam Land Use Commission will be allowed, and the applicant shall be prohibited from engaging in commercial activities that may contribute to the detriment of the surrounding community including but not limited to game rooms, any and all gambling activities, massage parlors, liquor on-sale businesses such as bars and lounges, but except restaurant, smoking and vaping lounges, strip clubs and alike, and that no laundry activity be allowed in recognition of the long-standing problem with low water pressure in the area; and,**
2. **The site plan must be modified to accommodate neighborhood concerns, and that LF Corporation has agreed and has submitted a modified site plan in response; including drainage system and ponding basin modifications, to relocate the generator to mitigate noise, to install a minimum 40,000 gallon water storage tank, to relocate the trash dumpster location away from adjacent residences' property line, that lighting glare must not be intrusive to neighboring residences, that an 8-ft concrete wall be**

ATTACHMENT 7

constructed limiting access between the subject lot and the adjacent neighbor residences, and to submit a landscaping plan to the Guam Chief Planner, DLM.

B. **Application No. 2018-48**, The Applicant, Kevin Shin represented by RNK Architecture; requests approval for a Zone Variance for Height for the proposed construction of an eleven (11) story, 246-unit Airport Hotel, on Lot 5195-2-R-1, in an "M-1" (Light Industrial) zone, in the Municipality of Tamuning. **[MCoG DLM 2019-02; Municipal Commissioners Louise Rivera, ~~Rudy Paco~~, Melissa Savares and Rudy Matanane] Case** Planner: Frank Taitano/Celine Cruz

Action – motion to approve was passed unanimously [6 ayes, 0 nay] subject to the following conditions:

1. **Applicant shall adhere to all the ARC conditions and requirements as stipulated in their official Position Statements; and,**
2. **The Applicant shall also ensure compliance to the one-year time restriction that states that a "*grading or building permit must be obtained from date of recordation of the Notice of Action; otherwise, the approval as granted by the Commission be "NULL AND VOID" per E.O. 96-26, Section 5.***

V. **Administrative & Miscellaneous Matters** [None]

VI. **Adjournment** [Adjourned at 3:25 p.m.]

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

File for Record is Instrument Number 930899

on the Year 20 19 Month 01 Day 28 Time 3:08

Recording Fee DE-OFFICIO Receipt No. _____

Deputy Recorder: Jane Yamasaki
JANE T. YAMASAKI

Above Space for Recorder's Use only

ORIGINAL
Planning

GUAM-HYBRID LAND USE COMMISSION REGULAR MEETING MINUTES

Department of Land Management Conference Room
ITC Building, Tamuning

Thursday, December 13, 2018
1:37 p.m. to 6:25 p.m.

ATTACHMENT 8

GUAM-HYBRID LAND USE COMMISSION REGULAR MEETING
Department of Land Management Conference Room
3rd Floor, ITC Building, Tamuning, Guam
Thursday, December 13, 2018

GLUC MEMBERS PRESENT:

Mr. Tae S. Oh, Acting Chairman
Ms. Conchita D. Bathan, Commissioner
Mr. Hardy I.T. Vy, Commissioner

HYBRID MEMBERS PRESENT:

Ms. June Blas, Mayor of Barrigada
Ms. Louise Rivera, Mayor of Tamuning-Tumon-Harmon
Mr. Rudy Matanane, Mayor of Yigo
Ms. Melissa Savares, Mayor of Dededo
Mr. Rudy Paco, Mayor of Mongmong-Toto-Maite
Mr. John Cruz, Mayor of Hagatna
Mr. Allan Ungacta, Mayor of Mangilao

STAFF PRESENT:

Mr. Michael Borja, Executive Secretary
Mr. Nicolas Toft, Legal Counsel
Mr. Marvin Aguilar, Guam Chief Planner
Mr. Frank Taitano, Case Planner
Mr. Penmer Gulac, Case Planner
Ms. Celine Cruz, Case Planner
Ms. Cristina Gutierrez, Recording Secretary

GLUC-HYBRID LAND USE COMMISSION
GUAM SEASHORE PROTECTION COMMISSION
Attendance Sheet

Department of Land Management Conference Room
590 S. Marine Corps Drive, Third Floor, ITC Building, Tamuning

Date of Meeting:	Thusday, December 13, 2018	X	GLUC	X	HLUC
		X	Regular	X	Regular
Time of Meeting:	GLUC: 1:37pm		Special		Special
	HYBRID:	✓	Quorum	✓	Quorum
			No-Quorum		No-Quorum

COMMISSION MEMBERS	SIGNATURE
Acting Chairman Tae S. Oh	
Commissioner Conchita D. Bathan	
Commissioner Hardy T.I. Vy	
HYBRID COMMISSION: LF Corporation; MCoG DLM 2019-01	
Municipal Commissioner June Blas	
Municipal Commissioner Rudy Paco	
Municipal Commissioner John Cruz	ABSENT
Municipal Commissioner Allan Ungacta	
HYBRID COMMISSION: Kevin Shin; MCoG DLM 2019-02	
Municipal Commissioner Louise Rivera	
Municipal Commissioner Melissa Savares	
Municipal Commissioner Rudy Paco	EXCUSED
Municipal Commissioner Rudy Matanane	
Michael J.B. Borja, Executive Secretary	
Nicolas E. Toft, Legal Counsel (OAG)	
Marvin Q. Aguilar, Chief Planner	Present
Frank Taitano, Planner IV	Present
Penmer Gulac, Planner IV	Present
Celine Cruz, Planner IV	Present
M. Grace Vergara, Planner II	
M. Cristina Gutierrez, WPS II	

Adjournment	GLUC: 6:15pm	HLUC: 3:45pm

GUAM-HYBRID LAND USE COMMISSION REGULAR MEETING MINUTES
Department of Land Management Conference Room, 3rd Floor, ITC Bldg., Tamuning
Thursday, December 13, 2018 • 1:39 p.m. to 3:25 p.m.
[As advertised in the Guam Daily Post on Thursday, December 6th and December 11th, 2019]

I. Notation of Attendance

Chairman Oh called to order the regular meeting of the Guam-Hybrid Land Use Commission meeting for Thursday, December 13, 2018 at 1:39 p.m., noting a quorum.

Present were: Chairman Tae Oh, Commissioner Conchita Bathan, Commissioner Hardy Vy, Municipal Commissioner June Blas, Municipal Commissioner Allan Ungacta, Municipal Commissioner Rudy Paco, Executive Secretary Michael Borja, Legal Counsel Nick Toft, Chief Planner Marvin Aguilar, Planning Staff Penmer Gulac, Frank Taitano, Celine and Recording Secretary Cristina Gutierrez

II. Approval of Minutes

Chairman Oh noted that there was a publication error on the date for Minutes to be approved, and therefore, due to the technical error, the approval of Minutes will be rolled over for approval at the next Guam-Hybrid Commission meeting.

III. Old Business [None noted]

IV. New Business

Zone Change

A. Application No. 2018-32, LF Corporation represented by Harry D. Gutierrez; request for a Zone Change from split zone "C/R-2" (Commercial/Multi Family Dwelling) to "LC" (Limited Commercial) zone, for the proposed construction of a commercial complex, Lot 1143-R1, in the Municipality of Barrigada. **[MCoG DLM 2019-01]** Case Planner: Penmer Gulac

Penmer Gulac (Case Planner) reads staff report to include purpose, facts, staff analysis, discussion, public hearing results, and recommendations. [For full content/context, please refer to attached report]

[Attachment A – Staff Report dated December 5, 2018]

Chairman Oh notes for the record the following items:

1. Petition – the petition states that several residences who signed the petition oppose the project due to potential health concerns that will arise to include the trash receptacle and generator which will generate fumes and noise. **[For full content/context, please refer to Exhibit 1].**
2. Barrigada MPC Resolution No. 2018-14 that states they support the proposed project subject to conditions. **[For full content/context, please refer to Exhibit 2.]**

Chairman Oh questions for staff.

Commissioner Bathan inquired if conditions can be placed on zone change applications.

Marvin Aguilar (Chief Planner) responded that technically conditions cannot be placed on a zone change; however, Planning depends on the requirements under the building permit process. Those requirements will be reflections of potential impacts to the surrounding community.

[Discussion ensues]

Chairman Oh explained to the municipal commissioners that conditions and/or restrictions cannot be placed on any full zone change applications. Restrictions will be placed at each agency level during the permitting process.

[No additional questions and/or comments for staff, Chairman Oh opened the floor to the applicant's consultant.]

Harry Gutierrez [representing LF Corporation, with owner Mr. Willy Wong] Mr. Gutierrez reported that about ninety-percent of the restrictions (runoff water, generator, trash disposal, etc.) placed on the application has been met and/or addressed. The applicant will also erect an 8-foot concrete wall around the perimeter of the property; there is ongoing negotiations with Guam Power Authority to remove the power poles that are located on the subject lot. Because of the low water pressure in the area, the applicant will install a 40,000 gallon water tank.

Chairman Oh for the record, Chairman Oh notes that they have received a copy of the Notice to Rezone billboard for the project.

Questions for the applicant.

Municipal Commissioner June Blas an on-site meeting was conducted with the resident that opposed the project. The residence is about 160-feet away from the proposed subject lot and the applicant has made the effort to change the site plan in order to address the resident's complaints. Mayor Blas feels that the new plan is conducive to address the issues noted; and, supports the applicant's request for a zone change.

Chairman Oh any additional comments and/or questions.

Municipal Commissioner Rudy Paco asked Mr. Gutierrez how will the water tank be topped off.

Harry Gutierrez according to the engineer of the project the tank will be topped off after evening hours; specifically, 1:00 a.m. to 3:00 a.m. Mr. Gutierrez also noted that there is a Navy line located inside the applicant's property and GWA was informed of the discovery.

Municipal Commissioner Rudy Paco his concern was that the water pressure is low as mentioned, and if tanks will be topped off around 1:00 a.m., it may still affect the surrounding neighbors.

Harry Gutierrez explained that commercial businesses do not use as much water as a residential home. A residential home on average uses 250 to 300 gallons a day.

Municipal Commissioner Rudy Paco will the water tank be used to supply the commercial facility or will be used as a stand-by.

Harry Gutierrez it will be used for the commercial activity, and a requirement of the Guam Fire Department for fire flow requirement.

Chairman Oh looking at the vicinity map of the subject lot, what is the zoning of the surrounding neighbors.

Marvin Aguilar the commercial zone that is being referenced is a 200-foot mark from centerline on Route 8, that runs along Route 8 to a certain point with Barrigada village and ends at Benson's where it becomes M-1. Everything else behind that becomes the residential zoning which is R-2.

Chairman Oh everything fronting Route 8 (200-ft) is commercial zone and every lot behind the subject lot is R-1 or R-2.

Marvin Aguilar mix of R-1 and R-2; but, predominately R-2 in this particular area.

[Discussion ensues]

Chairman Oh noting no additional comments and/or questions, Chairman Oh opened the floor for public comment.

Public Comments [Noting none, Chairman Oh closed the public comment period]

Chairman Oh had a concern regarding the complaint made on the trash receptacle. Asked if there were current commercial activities onsite at the proposed project site, and what would be the reason for residents complaining about a trash receptacle.

Marvin Aguilar this particular property was subjected to clearing, and prepared for a cement slab foundation which can be seen at this time. The project site was inspected a few days ago, and has been cleaned. At one point before the applicant purchased the property it was an open-storage area for building materials.

[Discussion ensues]

Chairman Oh if residents are complaining about a trash receptacle close to their homes, Chairman Oh had to assume that there has to be some type of ongoing operation on the subject lot.

Michael Borja the complaint had something to do with the proposed location of the trash receptacle for the commercial building.

Chairman Oh noted that there had been a building permit that was issued and asked for an explanation.

Harry Gutierrez explained that his client wanted to start the foundation work knowing the risk involved should the application not be approved by the GLUC. The foundation permit was obtained and approved by Department of Public Works.

Chairman Oh what was the intent of the applicant by doing this.

Harry Gutierrez commented that his client wanted to be one step ahead to prepare for the project. This is not an uncommon practice in the construction business; but, there are risks involved.

Commissioner Bathan what is the zoning of the structure right next to the lot, fronting the road.

Marvin Aguilar commercial zone.

Commissioner Bathan the Municipal Planning Council does not support the full zone change to commercial; however, supports limited commercial. Commissioner Bathan asked what the applicant's thoughts were on this.

Harry Gutierrez replied that his client is amenable to the limited commercial zone. Mr. Wong agrees to the restricted used in a limited commercial zone.

Michael Borja is noted in the law.

Marvin Aguilar which has been resolved by Guam Land Use Commission.

Chairman Oh explained to the applicant that the Commission will allow certain commercial activities on the property with the exception of restricted use. Is the applicant aware of the restricted uses.

Harry Gutierrez yes, they are aware.

Marvin Aguilar explained that he attended both municipal meetings and the applicant is open to the change from zone change for full commercial to limited commercial with restricted uses.

Chairman Oh noting no additional questions and/or comments, Chairman Oh was ready to entertain a motion.

Commissioner Bathan Mr. Chair, I would like to make a motion to approve the Zone Change request from a split-zone of "R-2/C" (Multifamily dwelling/Commercial) to "LC" (Limited Commercial) zone in order to construct a commercial complex for retailing, offices, shops and services, on Lot 1143-R1, in the municipality of Barrigada. In accordance with the Barrigada MPC's Resolution, the limited commercial zone will be subject to the following:

A. That only limited commercial activities as approved by the Guam Land Use Commission will be allowed, and the applicant shall be prohibited from engaging in commercial activities that may contribute to the detriment of the surrounding community including but not limited to game rooms, any and all gambling activities, massage parlors, liquor on-sale businesses such as bars and lounges, but except restaurant, smoking and vaping lounges, strip clubs and alike, and that no laundry activity be allowed in recognition of the long-standing problem with low water pressure in the area; and,
B. The site plan must be modified to accommodate neighborhood concerns, and that LF Corporation has agreed and has submitted a modified site plan in response; including drainage system and ponding basin modifications, to relocate the generator to mitigate noise, to install a minimum 40,000 gallon water storage tank, to relocate the trash dumpster location away from adjacent residences' property line, that lighting glare must not be intrusive to neighboring residences, that an 8-ft concrete wall be constructed limiting access between the subject lot and the adjacent neighbor residences, and to submit a landscaping plan to the Guam Chief Planner, DLM.

VI. Adjournment

Mayor Savares makes a motion to adjourn, seconded by Mayor Rivera; with all in favor.

The regular meeting of the Guam-Hybrid Land Use Commission for Thursday, December 13, 2018 was adjourned at 3:25 p.m.

Approved by:

Date approved:

Tae S. Oh, Chairman
Guam-Hybrid Land Use Commission

12/27/2018

Transcribed by:

M. Cristina Gutierrez, Recording Secretary
DLM, Planning Division

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

File for Record is Instrument Number _____

On the Year 20_____ Month _____ Day _____ Time _____

Recording Fee _____ Receipt No. _____

Deputy Recorder _____

(Space above for Recordation)

IMPORTANT NOTICE - READ CAREFULLY

"Pursuant to Section 5 of Executive Order 96-26, the applicant must apply for and receive a building or grading permit for the approved GLUC/GSPC project within one (1) year of the date of Recordation of this Notice of Action, otherwise, the approval of the project as granted by the Commission shall expire. This requirement shall not apply for application for Zone Change*."**

GUAM LAND USE COMMISSION (HYBRID)

Department of Land Management
Government of Guam
P.O. Box 2950
Hagåtña, Guam 96932

NOTICE OF ACTION

January 10, 2019
Date

To: **LF Corporation**
Represented by Harry D. Gutierrez
c/o #119 Gutierrez Way
Agana Heights, Guam 96910

Application No. 2018-32

The Guam Land Use Commission, at its meeting on: **December 13, 2018**,

XX / Approved ____/ Disapproved ____/ Approved with No Conditions

____/ Tabled

Your request for a **Zone Change for Lot 1143-R1, from "C/R-2" (Commercial/Multi-Family Dwelling) to "LC" (Limited Commercial") Zone, in the Municipality of Barrigada.**

ATTACHMENT 9

NOTICE OF ACTION
LF Corporation
Lot 1143-R1, Municipality of Barrigada
Date of GLUC Hearing: December 13, 2018
Date of Preparation of NOA: January 10, 2019

Application No. 2018-32

ZONING

__XX__ / **LIMITED COMMERCIAL*****

_____/ Conditional Use Permit

_____/ Zone Variance

[ ] Height
[ ] Density
[ ] Setback
[ ] Use
[ ] Other (Specify)

_____/ TENTATIVE DEVELOPMENT PLAN

SUBDIVISION

___/ Tentative

___/ Final

___/ Extension of Time

___/ PL 28-126, SECTION 1(A)

NOTE ON ZONE CHANGE

***Approval by the Guam Land Use Commission of a ZONE CHANGE DOES NOT CONSTITUTE FINAL APPROVAL but rather a recommendation to the Governor for his approval. Applicant shall be notified upon action taken by the Governor. [Reference 21 GCA (Real Property), Chapter 61(Zoning Law), Section 61634 (Decision by the Commission).]

SEASHORE

___/ Wetland Permit

___/ Seashore Clearance

MISCELLANEOUS

___/ Determination of Policy and/or Definitions

___/ Other (Specify)

HORIZONTAL PROPERTY REGIME

___/ Preliminary

___/ Final

___/ Supplementary (Specify)

NOTICE OF ACTION **Application No. 2018-32**
LF Corporation, Lot 1143-R1, Municipality of Barrigada
Date of GLUC Hearing: December 13, 2018
Date of Preparation of NOA: January 10, 2019

APPLICATION DESCRIPTION:

The Applicant, LF Corporation, Represented by Harry D. Gutierrez, request for a Zone Change from "C/R-2" (Commercial/Multi-Family Dwelling) to "LC" (Limited Commercial) Zone for proposed construction of a commercial/retail complex on Lot 1143-R1, in the Municipality of Barrigada.

COMMISSION DECISION:

The Guam Land Use Commission (HYBRID) **APPROVED** the Applicants request with applicable ARC Conditions and following commission conditions:.

1. **That only limited commercial activities as approved by the Guam Land Use Commission will be allowed, and the applicant shall be prohibited from engaging in commercial activities that may contribute to the detriment of the surrounding community including but not limited to game rooms, any and all gambling activities, massage parlors, liquor on-sale businesses such as bars and lounges, but except restaurant, smoking and vaping lounges, strip clubs and alike, and that no laundry activity be allowed in recognition of the long-standing problem with low water pressure in the area; and,**
2. **The site plan must be modified to accommodate neighborhood concerns, and that LF Corporation has agreed and has submitted a modified site plan in response; including drainage system and ponding basin modifications, to relocate the generator to mitigate noise, to install a minimum 40,000 gallon water storage tank, to relocate the trash dumpster location away from adjacent residences' property line, that lighting glare must not be intrusive to neighboring residences, that an 8-ft concrete wall be constructed limiting access between the subject lot and the adjacent neighbor residences, and to submit a landscaping plan to the Guam Chief Planner, DLM.**

3/19/19
Marvin Q. Aguilar **Date**
Guam Chief Planner

3.20.19
Tae S. Oh **Date**
Acting Chairman
Guam Land Use Commission(HYBRID)

Case Planner: Penmer c. Gulac

Building Permits Section, DPW (Attn: Bldg Official)
Real Property Division, Department of Revenue and Taxation

NOTICE OF ACTION
LF Corporation, Lot 1143-R1, Municipality of Barrigada
Date of GLUC Hearing: December 13, 2018
Date of Preparation of NOA: January 10, 2019

Application No. 2018-32

==========

CERTIFICATION OF UNDERSTANDING

I/We, _____/ **Harry D. Gutierrez, Rep**
(Applicant [Please print name]) (Representative [Please print name])

Understand that pursuant to Section 5 of Executive Order 96-26, that a building or grading permit must be obtained for the approved GLUC/GSPC project within one (1) year of the date of recordation of this Notice of Action, otherwise, the approval of the project as granted by the Commission shall expire.

The Commission may grant two (2) one-year extensions of the above approval period at the time of initial approval.

This requirement shall not apply for application for a Zone Change***

I/We, further **AGREE** and **ACCEPT** the conditions above as a part of the Notice of Action and further **AGREE TO ANY AND ALL CONDITIONS** made a part of and attached to this Notice of Action as mandated by the approval from the Guam Land Use Commission or from the Guam Seashore Protection Commission.

_____ _____ _____ 3-20-19
Signature of Applicant Date Signature of Representative Date

==========

ONE (1) COPY OF RECORDED NOTICE OF ACTION RECEIVED BY:

_____ _____ _____ 4-9-19
Applicant(s) Date Representative Date

Reference No. **Application : 2018-32**

To: Director, Department of Land Management
Director, Department of Public Works

Upon review of the decision of the GLUC (Hybrid) to approve the zone change and in accordance with Title 21 GCA §61634, I hereby indicate my decision below on the proposed change, and any changes approved shall be endorsed and delineated upon the zoning map, and shall constitute an amendment to such map pursuant to Title 21 GCA §61630. **PERMITS SHALL NOT BE ISSUED UNTIL THE AMENDMENT TO THE MAP HAS BEEN MADE.**

[X] **APPROVED**

[ ] **APPROVED IN WHOLE**

[ ] **DISAPPROVED**

LOURDES A. LEON GUERRERO
Governor of Guam

4/2/2019
Date

DECISION GRANTING ZONE CHANGE
(with findings)

Guam Hybrid Land Use Commission

WHEREAS, the following decision of the Guam Hybrid Land Use Commission is made in accordance with 21 GCA §61630, now therefore;

WHEREAS, prior to consideration of the application by the Guam Land Use Commission, a hearing on the Zone Change was held on the **10th day** of **July**, **2018**, in the Municipal District of **Barrigada** where the property to be rezoned was located pursuant to Title 21 GCA §61633.

WHEREAS, notice of the time and place of the hearing was published in a newspaper of general circulation on the **30th** day of **June**, **2018** as evidenced by an affidavit of publication attached as **Exhibit A**.

WHEREAS, notice was mailed to the Mayor of the Municipal district concerned and to those landowners owning land within 500 feet of the property where the property to be rezoned is located as evidenced by the affidavit of mailing attached as **Exhibit B**.

BE IT RESOLVED, that on the **13th** day of **December**, **2018**, a hearing of the Guam Hybrid Land Use Commission (GLUC) was held in accordance with notices duly issued to consider the application of **LF Corporation C/O Harry D. Gutierrez** for a Zone Change of **Lot 1143-R1**, Municipality of **Barrigada**.

A quorum of the Commission was present. In attendance were:

1. **Mr. Tae S. Oh, Acting Chairman**
2. **Ms. Conchita D. Bathan, Commissioner**
3. **Mr. Hardy I.T. Vy, Commissioner**
4. **June Blas, Mayor of Barrigada**
5. **Rudy Paco, Mayor of Mongmong-Toto-Maite**
6. **Allan Ungacta, Mayor of Mangilao**

Appearing for the applicant were: **Mr. Harry D. Gutierrez, Representative**

Also appearing and testifying on the above project was:

June Blas, Mayor of Barrigada **in favor**/against

After considering all the statements and testimony presented by interested parties the GLUC finds that the application for zone change is granted on the following grounds: (Note: All three (3) sections should be answered.)

(a,b) Public Necessity and Convenience: The following facts support a finding that public necessity and convenience justifies the zone change:

We, Commission have reviewed the application and find that, as presented by the applicant's and their representative and that all conditions imposed by the Commission and the Application Review Committee position statements for the zone change has been satisfied as well as the above sections.

(c) **General Welfare**: **The following fact support a finding that the General Welfare of the public is best served by the granting of a zone change**:

We, Commission have reviewed the application and find that, as presented by the applicant's and their representative and that all conditions imposed by the Commission and the Application Review Committee position statements for the zone change has been satisfied as well as the above section.

We, the Commission, find that from a planning perspective the site is best suited for commercial activities and other permitted uses with conditions as stated on the Notice of Action (NoA) within the limited commercial zoned property; and **pursuant to Guam Land Use Commission Resolution 2015-03, the Zoning Designation shall *be "Limited Commercial" (LC)* on the approved amended zoning map, with conditions as noted on the Notice of Action (NoA) for the establishment, on Lot 1143-R1, Municipality of Barrigada.**

The members, after due consideration voted to approve the application. The vote of the members was as follows:

6 Ayes 0 Nays 0 Abstentions

This decision was adopted this **13th** day of **December**, **2018**, and shall be submitted to the Governor for final approval pursuant to Title 21 GCA §61634.

Tae S. Oh
Acting Chairman,
Guam Hybrid Land Use Commission

AFFIDAVIT OF PUBLICATION

I, the undersigned, do hereby depose and state that:

1. I am an employee of the Department of Land Management, Government of Guam, and I am not an interested party in the above-entitled matter.

2. I have personal knowledge of all the facts herein.

3. I am competent to testify to the matters stated herein and would so testify in any hearing concerning this matter.

4. On **June 27, 2018**, I submitted the Official Memorandum (attached as **Attachment A**) from the Guam Chief Planner to the Guam Daily Post, Tamuning, GU; a request to publish the 2 x 2 legal notice to appear on June 30, 2018 for Application No. 2018-32 (LF Corporation) to be heard on July 10, 2018, at the Barrigada Community Center. Proof of advertisement is attached as **Attachment B**.

5. This Affidavit is executed as proof of the compliance with 21 G.C.A. Section 61633 (Hearing Date – Notice).

In WITNESS, WHEREOF, I hereby affix my signature this 11th day of March, 2019.

M. CRISTINA GUTIERREZ
WPS II

Island of Guam)
) ss:
City of Tamuning)

Subscribed and sworn to before me this 20th day of March, 2019.

Notary

JOHN J. GUMATAOTAO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JULY 11, 2021
P.O. Box 2950 Hagatna, Guam 96932

EXHIBIT A

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

Street Address:
590 S. Marine 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

June 27, 2018

Guam Daily Post
388 S. Marine Corps Drive
Core Tech Int'l Building, Suite 301
Tamuning, GU 96913

Hafa Adai Ms. Smart:

Please publish this legal public hearing notice on a **2x2** inch column ad to appear in the Guam Daily Post on **Saturday, June 30, 2018.**

Please send proof to Cristina.gutierrez@land.guam.gov for review.

Thank you for your attention to this request.

Regards,

Marvin Quitugua Aguilar
Guam Chief Planner

Attachments: Public Hearing Notice

ATTACHMENT A

CURRENCY EXCHANGE RATES **On June 29, $1 was worth:** Keep posted and get more data and details online. Log on to see real time market data with our stock market tool at postguam.com/stock_market.

53.370 PHP₱	110.69 JPY¥	1,114.38 KRW₩	30.441 TWD NT$	6.6119 CNY¥	1.3532 AUD A$	0.8583 EUR €

Miyashita gains major recognition in investment industry

InvestmentNews has recognized Guam's Jason Miyashita as a 2018 40 Under 40 honoree.

Miyashita is the managing director, senior vice president for investments and senior institutional consultant at investment and money management firm Raymond James & Associates.



Jason Miyashita

He was chosen from a pool of almost 1,000 nominees by a panel of reporters, editors and other representatives of InvestmentNews, to make a list of 40 talented individuals.

"It is an absolute honor to be considered among the top financial advisers in the United States as recognized by InvestmentNews," Miyashita said. "To be included among such an elite group representing Guam and Pacific Islands is humbling."

InvestmentNews' 40 Under 40 project strives to award the young talent that is rarely recognized in the financial advice industry, Raymond James & Associates stated in a news release. By rewarding these honorees, InvestmentNews hopes to reveal the promising future for the industry.

"Winners were chosen based on their level of accomplishment, contribution to the financial advice industry and leadership," said Frederick Gabriel Jr., editor of InvestmentNews. "They are role models for other young individuals who are striving to make a difference."

Miyashita, along with the others making the 5th annual 40 Under 40 list, is highlighted in the June 18 issue of InvestmentNews and online at InvestmentNews.com.

"We're excited Jason was recognized for his contribution and excellence," said Tash Elwyn, president of Private Client Group of Raymond James & Associates. "Congratulations to Jason and we are delighted to work with his team in Guam and the Pacific Islands."

> "To be included among such an elite group representing Guam and Pacific Islands is humbling."
>
> *- Jason Miyashita, managing director, senior vice president for investments and senior institutional consultant, Raymond James & Associates*

Background

Miyashita is a founding partner of The Asia Pacific Group of Raymond James, has more than 15 years of experience in the financial services industry, and was born and raised on Guam.

He is a graduate of The Wharton School of Business at the University of Pennsylvania, where he studied accounting, finance and strategic management as well as Guam's Father Duenas Memorial High School and St. Anthony School. Miyashita is an adjunct faculty member and an international conference speaker for the Asia Pacific Association for Fiduciary Studies.

He is an active member of the Rotary Club of Tumon Bay Guam, Guam Chamber of Commerce, Chinese Chamber of Commerce of Guam, Saipan Chamber of Commerce, Palau Chamber of Commerce and The Pacific Club in Honolulu, Hawaii.

The Asia Pacific Group joined Raymond James from Morgan Stanley in 2015, where they collectively manage more than $1 billion in client assets and are one of the firm's key institutional consulting groups in the Western Pacific U.S. region.

Raymond James' Asia Pacific Group team is led by Daniel Roland, managing director.

The advisers of The Asia Pacific Group provide a suite of investment services to public funds, endowments, foundations, corporations and high-net-worth investors focusing on managed money, wealth management, estate planning, and retirement and education planning.

The Asia Pacific Group serves clients on Guam, the Commonwealth of the Northern Mariana Islands, the Republic of Palau, the Federated States of Micronesia, the Republic of Marshall Islands, the United States and Asia.

(Daily Post Staff)

40 Under 40

InvestmentNews' 40 Under 40 project strives to award the young talent that is rarely recognized in the financial advice industry, Raymond James & Associates stated in a news release.

FBI has 130 cryptocurrency-related investigations

By Lily Katz and Annie Massa
Bloomberg

The Federal Bureau of Investigation has 130 cases tied to cryptocurrencies, according to an agent speaking at a digital-asset industry conference in New York.

The cases "threat tagged" to virtual currencies encompass crimes such as human trafficking, illicit drug sales, kidnapping and ransomware attacks, according to Kyle Armstrong, a supervisory special agent.

"There are thousands of cases in the bureau, so it is a small sliver at this point," Armstrong said at the Crypto Evolved conference Wednesday. The agency has noticed an increase in illegal activity facilitated by digital currency payments, he added.

'Dark web'

The opioid epidemic, in particular, has come into focus at the FBI as the "dark web" enables a surge in drug abuse. Illegal online marketplaces are where 10 percent of global drug users make their purchases, said Armstrong, who is in charge of the FBI's virtual currency initiative, which has been around for about three years.

> "There are thousands of cases in the bureau, so it is a small sliver at this point."
>
> *- Kyle Armstrong, supervisory special agent, FBI*

The FBI also has seen a significant rise in extortion schemes related to virtual currencies on the southwest border of the U.S., Armstrong said.

While Armstrong said the agency takes a neutral view on digital tokens, he noted several pros and cons. The distributed ledger that underpins blockchain technology makes it easier to trace cryptocurrencies than cash, for example, but the anonymity of the transactions can be a hurdle to legal investigations, he said.

ATTACHMENT B

Department of Land Management
P.O. Box 2950, Hagåtña, Guam 96932
Tel: 649-5263 Ext. 375: Fax: 649-5383

PUBLIC HEARING NOTICE

Date: Tuesday, July 10, 2018
Time: 6:00 pm
Place: Barrigada Community Center

LF Corporation: Zone Change from "R2/C" to full "C" for a proposed commercial complex, Lot 1143-R1, Barrigada. [2018-32]

Funding Source provided by the Applicant.
Persons requiring special accommodations, please call Cristina Gutierrez at 649-5263 ext. 375 oremail at cristina.gutierrez@land.guam.gov

PUBLICATION NOTICE

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

IP&E HOLDINGS, LLC
IP&E SHELL FOODY'S (HARMON)

has applied for a Class: **FIVE (5) OFF SALE BEER** said premises being marked as Lot: **5024-1-R-NEW-1, 1837 RT 16 HARMON**

Doc. No. 35GL-19-0344.

AFFIDAVIT OF MAILING

I, the undersigned do hereby dispose and state that:

1. I am an employee of the Department of Land Management, Government of Guam, and I am not an interested party in the above-entitled manner.

2. I have personal knowledge of all the facts herein.

3. I am competent to testify to the matters stated herein and would so testify in any hearing concerning this matter.

4. On **June 28, 2018, I**, Ernest V. Santos deposited in the United States Postal Service in Tamuning, Guam, via certified return receipt mail (attached as **Attachment A**), [Number of envelopes], with postage fully paid, each containing a copy of the Notice of Public Hearing for **LF Corporation** (attached as **Attachment B)** addressed to the following property owners:

Owner	Delivery Address	Delivery Address 2
Guam International Airport Authority	P.O. Box 8770	Tamuning, GU 96931
RUPLEY JEFFREY MARK	P.O. Box 2875	Hagatna, Guam 96932
DUNGCA VICTORIA RUPLEY	PO BOX 2077	HAGATNA GU 96932
DUNGCA BARBARA R,DUNGCA FELIXBERTO R JR,BENAVENTE TERESITA D,DUNGCA ANTHONY R,DUNGCA JOHN R,DIZON LOURDES D,DUNGCA VICTORIA R,DUNGCA MICHAEL R,DUNGCA FELIXBERTO & CARMEN TRUST	PO BOX 24361	BARRIGADA GU 96921
DUNGCA JOHN RUPLEY	PO BOX 2077	HAGATNA GU 96932
SENTRY HOSPITALITY CORPORATION GUAM	122 HASALAO ST	BARRIGADA GU 96913
SABLAN ANTONIA R & JOAQUIN M	PO BOX 923	HAGATNA GU 96932
DENT THOMAS E,DUNGCA BARBARA R,TRELISKY REBECCA E	PO BOX 26899	BARRIGADA GU 96921
SABLAN ANTONITA M RUPLEY, SABLAN JOANNA RUPLEY, SABLAN MARIA ELENA RUPLEY	PO BOX 923	HAGATNA GU 96932
SANTOS JESSE PM	10880 PONYTELL CIRCLE	SAN DIEGO, CA. 92131

EXHIBIT B

YOO SUN SUNG & YOO AHRA	PO BOX 9699	TAMUNING GU 96931
PASCUA ZALDY R	2301 LUDLOW ST	RAHWAY NJ 07065
BAUTISTA EXEQUIEL M	PO BOX 7260	TAMUNING GU 96931
MAKIO TISHA M. (aka: SEGOVIA TISHA M.)	P.O. BOX 25818	GMF BARRIGADA GU 96921
PACIFIC CONST & DEV CORP	PO BOX 20894	BARRIGADA GU 96921
FERNANDEZ JOHN M	PO BOX 5086	HAGATNA GU 96932
PASCUAL MATILDA P	PO BOX 6007	TAMUNING GU 96931
CHO MOONGI	PO BOX 11935	TAMUNING GU 96931
BHOJWANI DEEPAK T	PO BOX 3555	HAGATNA GU 96932
KONG MIN CHUL	PO BOX 12577	TAMUNING GU 96931
WARREN DUYEN PHAN	788 ROUTE 4 APT 312	HAGATNA GU 96910
BLANDING SHU CHUN	PO BOX 1823	HAGATNA GU 96932
TABET BLESSILDA M	PO BOX 7763	TAMUNING GU 96931
AGUON IGNACIA G	324-C NORTON AVE	NATIONAL CITY CA 92050
3T LTD GUAM CORP	PO BOX 7314	TAMUNING GU 96931
MENDIOLA PATRICK	3653 AZURE LADO DRIVE	OCEANSIDE CA 92056
BULLOCK ROBERT L	286 CHN SAN ANTONIO #3	TAMUNING GU 96913
PANGILINAN ROMEL F	122 BIRADAN ANAKKO	DEDEDO GU 96929
PINERA SHIRLEY G	109 CALAMENDO LOOP	DEDEDO GU 96929
HARVEST BAPTIST CHURCH	PO BOX 23189	BARRIGADA GU 96921
BURKE II HAROLD E	PO BOX 26648	BARRIGADA GU 96921
WU CHENG CHANG	PO BOX 9432	TAMUNING GU 96931
FU TAO JING	PO BOX 7314	TAMUNING GU 96931
EUSEBIO VINCENT R	PO BOX 5771	HAGATNA GU 96932
HUYK HEE NOH & EUN JUNG LEE	PO BOX 2798	HAGATNA GU 96932
CHU ISABELLA YAN YU	PO BOX 793	HAGATNA GU 96932
KIM EUN SOOK	PO BOX 12968	TAMUNING GU 96931
ALSOP DANIEL G	472 ROUTE 8 SUITE 1 B 424	MAITE GU 96910
HAN WARREN SEOK WON	PO BOX 20580	BARRIGADA GU 96921
BANKS ARNOLD	P.O. BOX 12374	TAMUNING, GU 96931
HONG SUNG HEE	PO BOX 4280	HAGATNA GU 96932

EXHIBIT B

HOMEOWNERS ASSOCIATION OF GUHAN COURT CONDOMINIUM	P.O. BOX 7314	TAMUNING, GU 96931
HEMLANI ISHWAR P. MONA I	PO BOX 2397	HAGATNA GU 96932
CHINA STATE CONST ENGIN CORP	P O BOX 7863	TAMUNING GU 96931
Ikeda International Guam Corp.	P.O. Box 7659	Tamuning, GU 96931
Sun Philip H. & Sook L.	P.O. Box 6552	Tamuning, GU 96931
Perez William H. & Rosalia C.	PMB 186 979 Army	Barrigada, GU 96921
Perez Rose H.	P.O. Box 20314	GMF, Barrigada, GU 96921
Selk Charles A.	P.O. Box 20314	GMF, Barrigada, GU 96921
Kim Sung Heefka, Hong Sung Hee	P.O. Box 9501	Tamuning, GU 96931
RKM PROPERY GROUP, LLC	P.O. BOX 10149	TAMUNING, GU 96931
SU JIN BIN, HUANG JIN LIAN	PO BOX 315353	TAMUNING GU 96931
Perez Thelma P.	2065 Skyline Drive	Milpitas, CA. 95035
Portusach Frank M. & Hudgens Frances P.	P.O. Box 5006	Hagatna, GU 96932
PORTUSACH VIRGINIA H, HUDGENS FRANCES P	PO BOX 3525	HAGATNA GU 96932
TEDTAOTAO JENNY T	895 ROUTE 4	SINAJANA GU 96910
WEBBER LEE P II	PO BOX 441	HAGATNA GU 96932
HG Northeast Inc. A Guam Corporation	P.O. Box 315962	Tamuning, GU 96931
XIONG LEE BILL	162 WESTERN BLVD UNIT 405	OKA TOWER, TAMUNING 96913
Whoriskey Michele L. nka: Quenga Michele Lee	P.O. Box 5361	Hagatna, GU 96932
Guam Housing and Urban Renewal	117 Bien Venida Avenue	Sinajana, GU 96910
Pangilinan Pascual B. & Linda C.	P.O. Box 8306	Tamuning, GU 96931
Kobayashi Yumi	1464 Fallen Leaf Lane	Los Altos, CA. 94024
Vicente Ascencio & Leticia	P.O. Box 10029	Tamuning, GU 96931
Torres Ernest R.	P.O. Box 505019	CK, Saipan, MP 96950

EXHIBIT B

Dow Virginia T., Ramirez Florencio, Debevoise Naomi R., Ramirez Jesus L.G., Ramirez Josephine B., Yamashita Elizabeth A., Ramirez Anthony J., Ramirez Jessica L., Ramirez Robert, Ramirez Juan P.	P.O. Box 1498	Hagatna, GU 96932
Perez Emilia R. & Francis T.R.	P.O. Box 4894	Hagatna, GU 96932
DUENAS JOHN P & ELIZABETH C TRUSTEE,JOHN P DUENAS & ELIZABETH C DUENAS LIVING TRUST	301 FRANK H. CUSHING WAY,	TAMUNING, GU 96913
Blas Herman M.	P.O. Box 20825	Barrigada, GU 96921
Concepcion Cecilia Blas & Phillip A.	P.O. Box 26271	Barrigada, GU 96921
Blas Herminia Matanane	P.O. Box 20702	Barrigada, GU 96921
Ferguson Anicia F.	10506 Bellaire St.	Thornton, CO. 80233
Blas David S.A.	P.O. Box 20555	GMF, Barrigada, GU 96921
Mobil Oil Guam Inc.	P.O. Box EU	Hagatna, GU 96932
Gumataotao David S.N. & Geraldine	P.O. Box 25245	GMF, Barrigada, GU 96921
Blas Joseph T.	P.O. Bx 4874	Hagatna, GU 96932
Nelson Peter R. & Marie R.	P.O. Box 869	Hagatna, GU 96932
ILLERA JOSE LUIS G & AURORA BAUTISTA	PO BOX 3960	HAGATNA GU 96932
Diaz Frances B. & Jonathan Frank B.	P.O. Box 25422	GMF, Barrigada, GU 96921
Blas Rafael	P.O. Box 25422	GMF, Barrigada, GU 96921
Diaz Jeremiah F.B.	P.O. Box 21603	Barrigada, GU 96921
Blas Artemio A. & Maria C.	P.O. Box 25422	GMF, Barrigada, GU 96921
June Ulloa Blas	P.O. Box 786	Hagatna, Guam 96932

EXHIBIT B

AFFIDAVIT OF MAILING

5. The above referenced names and addresses are those of the landowners owning land within five hundred (500) feet of the property for which rezoning is requested, including those to the Commissioner of the Municipal District concerned.

6. This Affidavit is executed as proof of the compliance with 21 G.C.A. Section 61633.

IN WITNESS, WHEREOF, I hereby affix my signature this 20th day of MARCH, 2019.

ERNEST V. SANTOS
LUPRA Supervisor

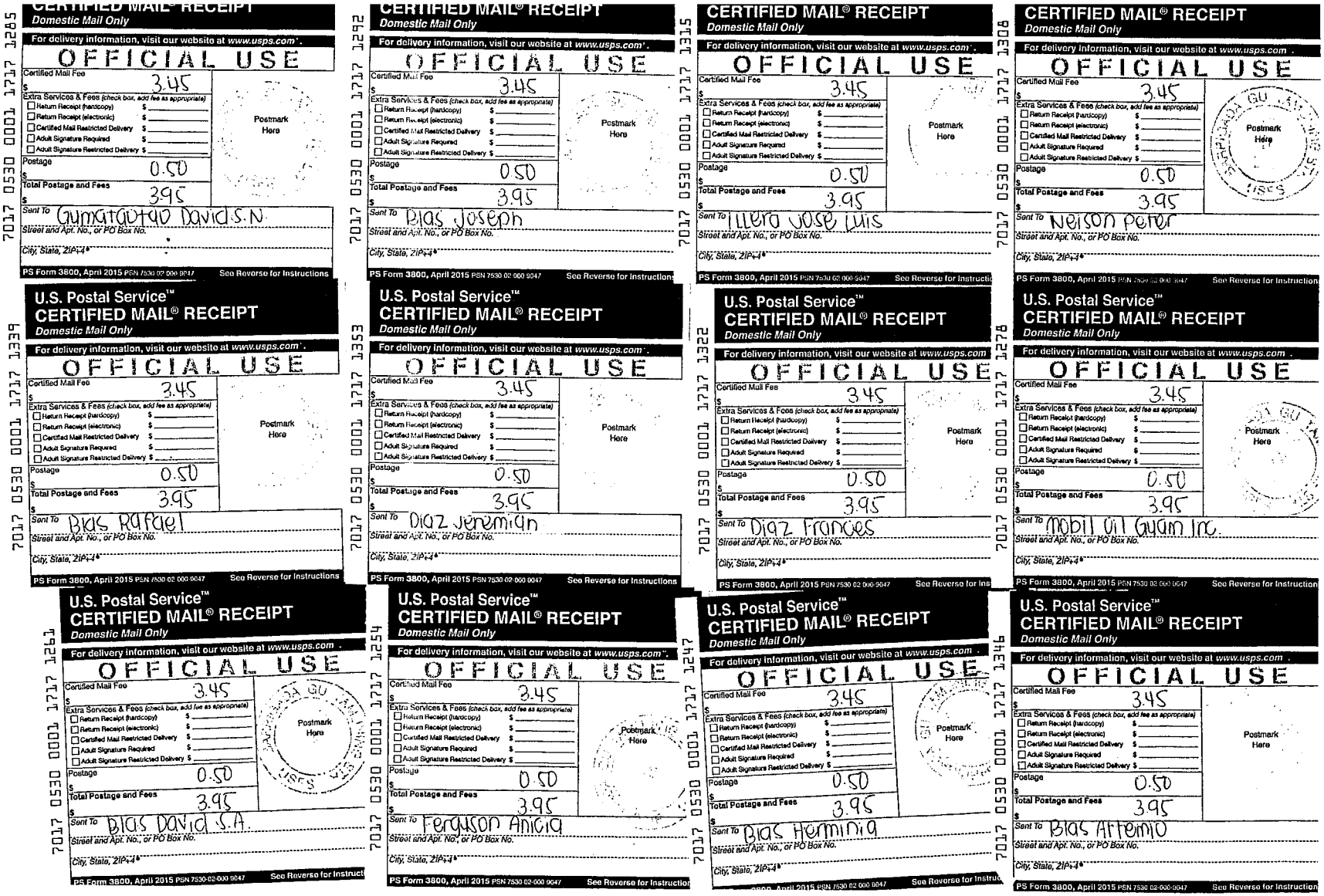
Island of Guam)
) ss:
City of Tamuning)

Subscribed and sworn to before me this 20th day of MARCH, 2019.

Notary

JOHN J. GUMATAOTAO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JULY 11, 2021
P.O. Box 2950 Hagatna, Guam 96932

EXHIBIT B



CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1285
Sent To Gumataotao David S.N.
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL® RECEIPT
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OFFICIAL USE
Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1292
Sent To Blas Joseph
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1315
Sent To Illera Jose Luis
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1308
Sent To Nelson Peter
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1339
Sent To Blas Rafael
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1353
Sent To Diaz Jeremiah
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1322
Sent To Diaz Frances
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1278
Sent To Mobil Oil Guam Inc.
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

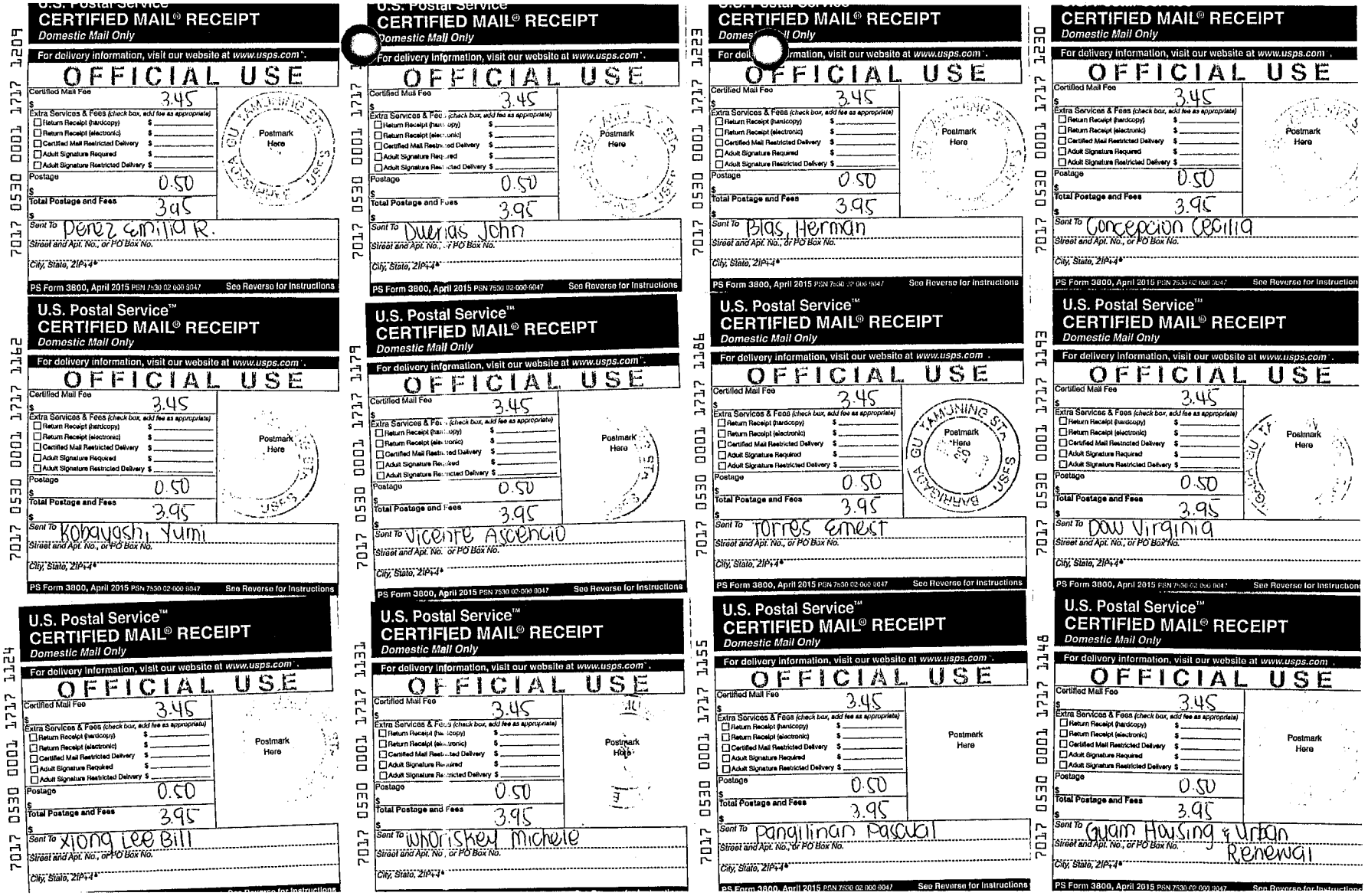
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OFFICIAL USE
Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1261
Sent To Blas David S.A.
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1254
Sent To Ferguson Anicia
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
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Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1247
Sent To Blas Herminia
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
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OFFICIAL USE
Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Postmark Here
7017 0530 0001 1717 1346
Sent To Blas Artemio
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
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ATTACHMENT A



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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Perez Emilia R.
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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7017 0530 0001 1717 1209

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Kobayashi Yumi
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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7017 0530 0001 1717 1162

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Xiong Lee Bill
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

7017 0530 0001 1717 1124

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Duenas John
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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7017 0530 0001 1717 1217

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Vicente Ascencio
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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7017 0530 0001 1717 1179

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Whorishey Michele
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

7017 0530 0001 1717 1131

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Blas, Herman
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 0530 0001 1717 1223

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Torres Ernest
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 0530 0001 1717 1186

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Pangilinan Pascual
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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7017 0530 0001 1717 1155

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Concepcion Cecilia
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

7017 0530 0001 1717 1230

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Dow Virginia
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

7017 0530 0001 1717 1193

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95

Postmark Here

Sent To Guam Housing & Urban Renewal
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

7017 0530 0001 1717 1148

CERTIFIED MAIL® RECEIPT
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OFFICIAL USE
Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Portuscah Virginia
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 1933

CERTIFIED MAIL® RECEIPT
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OFFICIAL USE
Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Tedtaotao, Jenny
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 1964

CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Webber Lee
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 1971

CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To HG Northeast Inc.
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 1117

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OFFICIAL USE
Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To RKM Property Group LLC
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 2206

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OFFICIAL USE
Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To SU JIN BIN
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 1926

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Perez Thelma
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 1940

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Portuscah Frank
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 1957

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Perez William H
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 2169

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Perez Rose H
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 2176

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Selk Charles
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 2183

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Certified Mail Fee $ 3.45
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
Sent To Kim Sung Heefka
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1717 2190

7017 0530 0001 1717 2121

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Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

Postmark Here

Sent To: Hemiani Ishwar
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7017 0530 0001 1717 2138

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Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

Postmark Here

Sent To: China State Const.
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7017 0530 0001 1717 2145

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Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

Postmark Here

Sent To: Ikeda Inter. Gu Corp.
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7017 0530 0001 1717 2152

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OFFICIAL USE

Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

Postmark Here — GU TAMUNING STA USPS

Sent To: Sun Philip H.
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7017 0530 0001 1721 8737

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OFFICIAL USE

Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

Postmark Here — GU TAMUNING STA USPS

Sent To: Han warren seok won
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7017 0530 0001 1721 8744

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OFFICIAL USE

Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

Postmark Here — GU TAMUNING STA USPS

Sent To: Banks Arnold
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7017 0530 0001 1721 8751

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OFFICIAL USE

Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

Postmark Here — GU TAMUNING STA USPS

Sent To: Hong Sung Hee
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7017 0530 0001 1721 8768

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OFFICIAL USE

Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

Postmark Here

Sent To: Homeowners Association of Guahan Court Condo
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7017 0530 0001 1721 8690

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Certified Mail Fee	3.45
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

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☐ Adult Signature Restricted Delivery	$
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☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
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Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	0.50
Total Postage and Fees	3.95

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Sent To Burke, I Harold
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Postage $ 0.50
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Postage $ 0.50
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Postage $ 0.50
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- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage $ 0.50
Total Postage and Fees $ 3.95

Sent To Tabet Blessilda
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Postage $ 0.50
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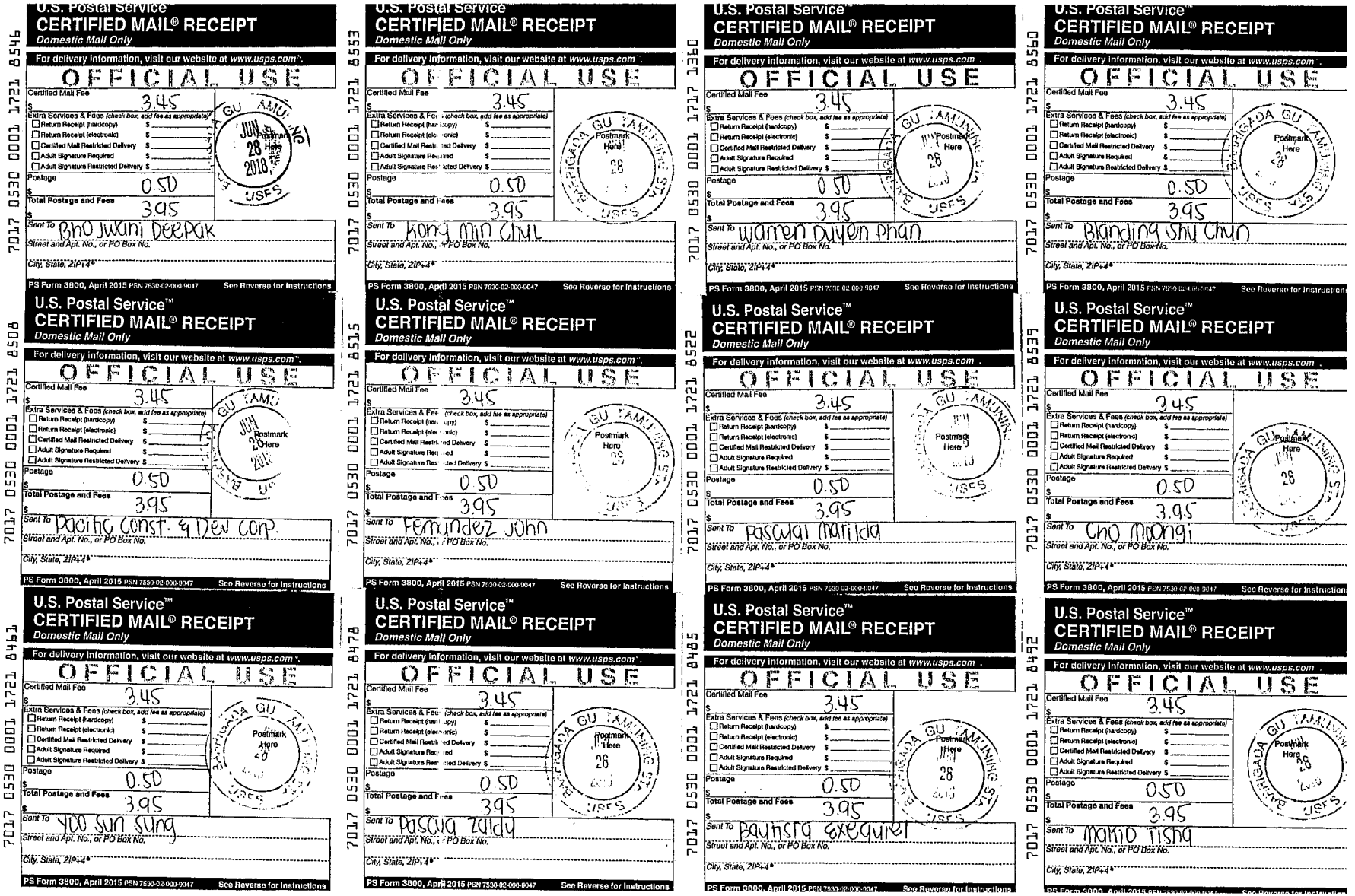
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Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
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- Certified Mail Restricted Delivery $
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- Adult Signature Restricted Delivery $

Postage $ 0.50
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Sent To Mendiola Patrick
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Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
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Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Kang Min Chul
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Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Warren Duyen Phan
Street and Apt. No., or PO Box No.
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Return Receipt (hardcopy) $
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Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Blanding Shu Chun
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Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Pacific Const. & Dev Corp.
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Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Fernandez John
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Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Pascual Matilda
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7017 0530 0001 1721 8522

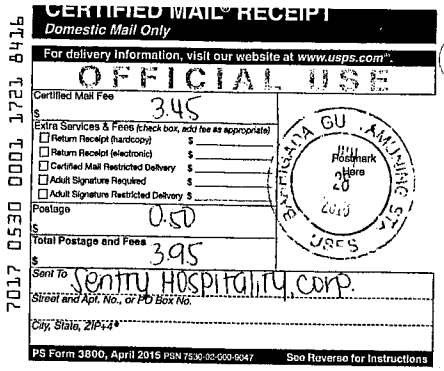
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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
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Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
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Sent To Cho Moongi
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Return Receipt (hardcopy) $
Return Receipt (electronic) $
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Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Yoo Sun Sung
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
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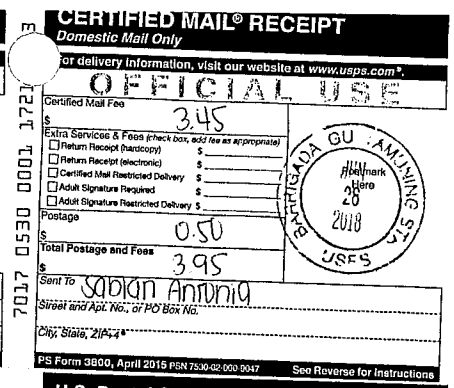
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Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
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Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Bayrista Exequiel
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Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $0.50
Total Postage and Fees $3.95
Sent To Makio Tisha
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
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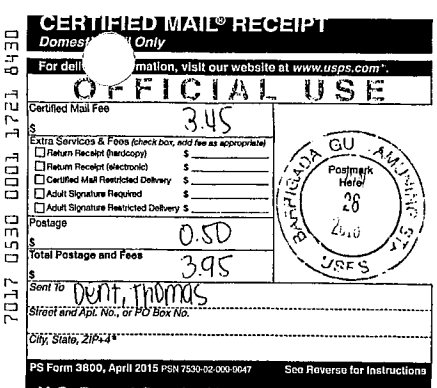
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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
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BARRIGADA GU AMJUNING STA USPS Postmark Here 28 2018



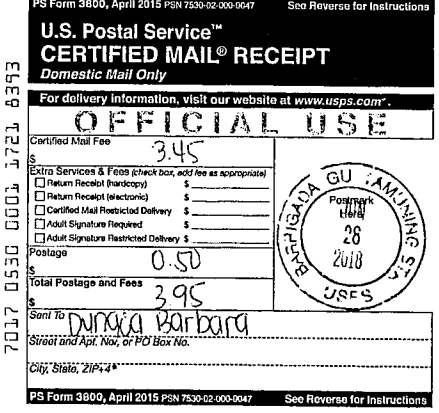
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Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $ 0.50
Total Postage and Fees $ 3.95
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Adult Signature Required $
Adult Signature Restricted Delivery $
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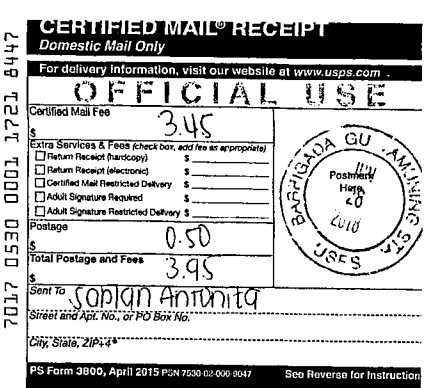
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Adult Signature Restricted Delivery $
Postage $ 0.50
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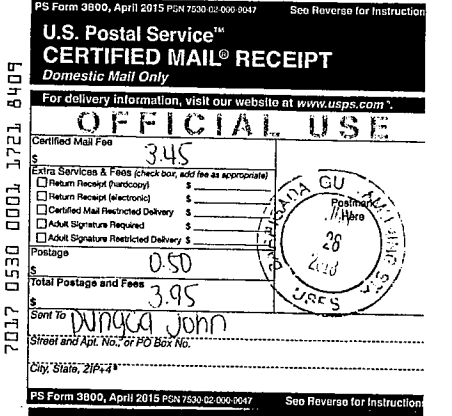
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Certified Mail Restricted Delivery $
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Adult Signature Restricted Delivery $
Postage $ 0.50
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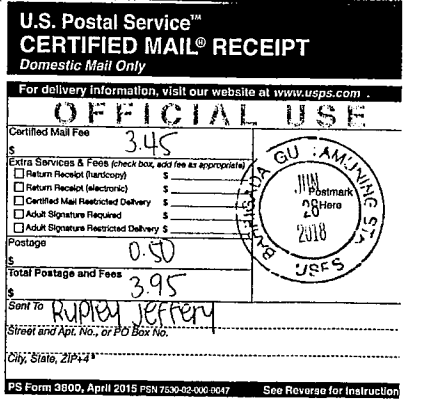
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Street Address:
590 S. Marine Corps Drive
Suite 733 ITC Building
Tamuning, GU 96913

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

June 27, 2018

Dear Sir/Madam:

An application has been filed with the Guam Land Use Commission (GLUC) by:

The Applicant, LF Corporation represented by Harry D. Gutierrez; Zone Change request from "R-2/C" (Multi Family Dwelling/Commercial) to full "C" (Commercial) zone, for the proposed construction of a commercial complex, on Lot 1143-R1, under Application No. 2018-32, in the Municipality of Barrigada.

For any **Zone Change** requests, the Guam Land Use Commission is mandated by law to conduct a Public Hearing in the Municipal District where the property is located. Accordingly, a Public Hearing on this application is scheduled as follows:

PLACE: **Barrigada Community Center**
DATE: **Tuesday, July 10, 2018**
TIME: **6:00 p.m.**

As a property owner identified within 500 feet of this proposed development, we invite you to attend this Public Hearing and participate in the review process and to express your opinion on this application. If you are unable to attend the Public Hearing, please submit written comments to our office on or before the scheduled Guam Land Use Commission Hearing which will be published in the Guam Daily Post and noted on the applicant's onsite billboard sign. Our office is located on the third floor (Room 304) of the ITC Building and written comments should be addressed to:

Chairman, GLUC or Executive Secretary, GLUC
c/o Department of Land Management
Land Planning Division
P.O. Box 2950, Hagatna, Guam 96932

For your information, in addition to the GLUC's regular hearing advertised for this application, it will also be advertised in the Guam Daily Post and the Department of Land Management's website: www.dlm.guam.gov.

You may review the development application at our office or your Mayor's Office.

Thank you for your interest.

Si Yu'os Ma'ase,

MARVIN QUITUGUA AGUILAR
Guam Chief Planner

___ PG, Case Planner