I Mina'trentai Sais Na Liheslaturan
PUBLIC LAWS

Public Law NO.	BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES	NOTES
36-46	**36-36 (COR)** As substituted by the Committee on General Government Operations, Appropriations, and Housing; and amended on the Floor.	Joe S. San Agustin Therese M. Terlaje Christopher M. Dueñas Telo T. Taitague Tina Rose Muña Barnes Amanda L. Shelton Clynton E. Ridgell James C. Moylan Joanne Brown V. Anthony Ada Frank Blas Jr. Jose "Pedo" Terlaje	AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE BETWEEN THE GOVERNMENT OF GUAM AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLE AT ALUPANG, TAMUNING, GUAM.	1/19/21 1:52 p.m.	1/20/21 1/22/21	Committee on Public Accountability, Human Resources, the Guam Buildup, Hagåtña Revitalization, Regional Affairs, Public Libraries, Telecommunications, and Technology Re-Referred: Committee on Health, Land, Justice, and Culture	3/11/2021 9:00 a.m.	7/22/21 10:18 a.m. As substituted by the Committee on Health, Land, Justice, and Culture.	Request: 1/20/21 1/28/21	
		SESSION DATE	**TITLE**	**DATE PASSED**	**TRANSMITTED**	**DUE DATE**	**PUBLIC LAW NO.**	**DATE SIGNED**	**NOTES**	
		8/2/21	AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE AGREEMENT BETWEEN THE GOVERNMENT OF GUAM, SPECIFICALLY, THE CHAMORRO LAND TRUST COMMISSION, AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLES AT *ALUPANG* , *TAMUNING* , GUAM.	8/6/21	8/7/21	8/19/21	36-46	8/16/21	Received: 8/18/21 Mess and Comm. Doc. No. 36GL-21-0982	

I Mina'trentai Sais Na Liheslaturan Guåhan
BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES	NOTES
36-36 (COR) As substituted by the Committee on General Government Operations, Appropriations, and Housing; and amended on the Floor.	Joe S. San Agustin Therese M. Terlaje Christopher M. Dueñas Telo T. Taitague Tina Rose Muña Barnes Amanda L. Shelton Clynton E. Ridgell James C. Moylan Joanne Brown V. Anthony Ada Frank Blas Jr. Jose "Pedo" Terlaje	AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE BETWEEN THE GOVERNMENT OF GUAM AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLE AT ALUPANG, TAMUNING, GUAM.	1/19/21 1:52 p.m.	1/20/21 1/22/21	Committee on Public Accountability, Human Resources, the Guam Buildup, Hagåtña Revitalization, Regional Affairs, Public Libraries, Telecommunications, and Technology Re-Referred: Committee on Health, Land, Justice, and Culture	3/11/2021 9:00 a.m.	7/22/21 10:18 a.m. As substituted by the Committee on Health, Land, Justice, and Culture.	Request: 1/20/21 1/28/21	

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LOURDES A. LEON GUERRERO
GOVERNOR

JOSHUA F. TENORIO
LT. GOVERNOR

UFISINAN I MAGA'HÅGAN GUÅHAN
OFFICE OF THE GOVERNOR OF GUAM

August 17, 2021

Doc Type: 36GL-21-0982
OFFICE OF THE SPEAKER
THERESE M. TERLAJE
-08- 18 2021
Time: 9:00am
Received:

HONORABLE THERESE M. TERLAJE
Speaker, I Mina'trentai Sais Na Liheslaturan Guåhan
36th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

RE: **SUBSTITUTE BILL NO. 36-36 (COR)** "AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE AGREEMENT BETWEEN THE GOVERNMENT OF GUAM, SPECIFICALLY, THE CHAMORRO LAND TRUST COMMISSION, AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLE AT *ALUPANG*, *TAMUNING*, GUAM."

Buenas yan Hafa Adai Madame Speaker:

Much of the Chamorro Land Trust is in need of infrastructure before its properties can be distributed to eligible claimants. Since taking office, our Administration has been committed to developing creative solutions to provide financing to build this infrastructure, including applying for subsidized financing under the Substantially Underserved Trust Area ("SUTA") provisions of the US Food, Conservation & Energy Act. Last year, I announced that our Administration will reassert our SUTA designation with USDA. And earlier this year, during my State of the Island Address, I shared with the people of Guam that after settling the Chamorro Land Trust Commission lawsuit, we can finally begin the process to access resources to run water and sewer lines and electricity on CLTC property and help families in finally using their land and building their homes.

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COMMITTEE ON RULES
RECEIVED:
August 18, 2021
11:41 A.M.

To: Speaker Terlaje
Fr: Governor of Guam
Date: August 17, 2021
Re: Substitute Bill No. 36-36 *nka P.L. 36-46*

As bringing critical infrastructure to CLTC families has been a top priority of our Administration, it is with great pride to sign this bill into law. The mission of CLTC is to manage its designated lands to serve the best interests of its beneficiaries. Bill 36-36 provides the CLTC with authorization to enter into a commercial agreement, the proceeds of which will be deposited into the CLTC's Land Trust Survey and Infrastructure Fund. This Fund's purpose is to provide water and sewer infrastructure to CLTC land so that lessees are provided with parcels that can be developed with habitable solid structures, which is aligned with the agenda and progress of our Administration. The Fund can also be directed to advance efforts to secure technology and telecommunications infrastructure for CLTC land residents and others from socio-economically disadvantaged backgrounds. Bill 36-36 is now **Public Law No. 36-46**.

Senseremente,

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

Enclosure(s): SUBSTITUTE BILL NO. 36-36 (COR) *nka P.L. 36-46*

cc: *Honorable* Joshua F. Tenorio, *Sigundo Maga'låhen Guåhan*
Compiler of Laws

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN
2021 (FIRST) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'HÅGAN GUÅHAN*

This is to certify that **Substitute Bill No. 36-36 (COR), "AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE AGREEMENT BETWEEN THE GOVERNMENT OF GUAM, SPECIFICALLY, THE CHAMORRO LAND TRUST COMMISSION, AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLES AT *ALUPANG, TAMUNING*, GUAM,"** was on the 6th day of August 2021, duly and regularly passed.

Therese M. Terlaje

Therese M. Terlaje
Speaker

Attested:

Amanda Shelton

Amanda L. Shelton
Legislative Secretary

This Act was received by *I Maga'hågan Guåhan* this 7th day of August, 2021, at 4:30 o'clock P.M.

Elsie V. Z.

Assistant Staff Officer
Maga'håga's Office

APPROVED:

Lourdes Leon Guerrero

Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 8/17/2021

Public Law No. 36-46

2021-14302

OFFICE OF THE GOVERNOR
CENTRAL FILES
Elaine Tajalle
RECEIVED BY
TIME 4:30 pm
AUG 07 2021

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN
2021 (FIRST) Regular Session

Bill No. 36-36 (COR)
As substituted by the Committee on Health,
Land, Justice, and Culture; and amended on the Floor.

Introduced by: Joe S. San Agustin
Therese M. Terlaje
Christopher M. Dueñas
Telo T. Taitague
Tina Rose Muña Barnes
Amanda L. Shelton
Clynton E. Ridgell
James C. Moylan
Joanne Brown
V. Anthony Ada
Frank Blas Jr.
Jose "Pedo" Terlaje
Telena Cruz Nelson
Sabina Flores Perez
Mary Camacho Torres

AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE AGREEMENT BETWEEN THE GOVERNMENT OF GUAM, SPECIFICALLY, THE CHAMORRO LAND TRUST COMMISSION, AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLES AT *ALUPANG*, *TAMUNING*, GUAM.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that TeleGuam Holdings LLC, doing business as GTA (hereinafter GTA), had been negotiating with the Chamorro Land Trust Commission (CLTC) for a submerged

land license agreement in order to land certain submarine cables in the village of *Tamuning*, Guam. The submerged parcel in *Tamuning* is more particularly described as a section of the *Alupang* reef flat and channel where submarine cables would be buried to render needed and additional connectivity for the island and its residents.

I Liheslaturan Guåhan further finds that GTA's proposal to bring in and provide additional submarine cable capacity for global voice and data transmission and global access to planned and existing land-based communication networks in the Guam area will result in improved telecommunications efficiency for the island and its residents and businesses, and additional redundancy critical to ensure that telecommunications remain viable during natural catastrophes and other emergency conditions. Furthermore, there are a number of existing submarine cables traversing Guam that are either coming to its end-of-life or will be decommissioned in the coming years, and there is a necessity for new private investment of state-of-the-art submarine cables for the island to ensure continued economic and social growth.

The provision of the Organic Act of Guam regarding tidelands, submerged lands, or filled lands conveyed to Guam states that "subject to valid existing rights, all right, title, and interest of the United States in lands permanently or periodically covered by tidal waters up to but not above the line of mean high tide and seaward to a line three geographical miles distant from the coastlines of the territories of Guam, the Virgin Islands, and American Samoa, as heretofore or hereafter modified by accretion, erosion, and reliction, and in artificially made, filled in, or reclaimed lands which were formerly permanently or periodically covered by tidal waters, are hereby conveyed to the governments of Guam, the Virgin Islands, and American Samoa, as the case may be, to be administered in trust for the benefit of the people thereof." 48 U.S.C. § 1705(a).

CLTC has jurisdiction of submerged lands owned by the Government of Guam. An informational memo from the Attorney General of Guam to the Director

of the Department of Land Management dated November 21, 1996, reaffirmed that submerged land owned by the government of Guam or transferred by the United States to the Government of Guam pursuant to the Territorial Submerged Lands Act, 48 U.S.C. § 1700 *et seq*. are now under the jurisdiction of the Chamorro Land Trust Commission unless they were specifically reserved pursuant to Sections 2(b) or 2(c) of Public Law 22-18.

The proposed license agreement would exceed current statutory time limits, and therefore requires legislative approval. 21 GCA § 75107(c) authorizes the CLTC to grant licenses to public utility companies for terms not to exceed twenty-one (21) years. Additionally, pursuant to 21 GCA § 75122, properties under the jurisdiction of the CLTC may be designated for commercial lease up to five (5) years. Submerged cables have an expected lifespan of approximately twenty-five (25) years.

Therefore, it is the intent of *I Liheslaturan Guåhan* to authorize CLTC to enter into a commercial submerged land license agreement with GTA, in accordance with the terms and conditions articulated in this Act, for the purpose of bringing additional telecommunications infrastructure for a period exceeding the twenty-one (21) year limit in existing law, subject to approvals and permits as required by U.S. federal and local laws, including permitting application review and approval from the U.S. Army Corps of Engineers for work in U.S. waters, the Guam Coastal Management Program Consistency Certification in accordance with the Coastal Zone Management Act of 1972, and the Guam Territorial Seashore Protection Commission pursuant to the Guam Territorial Seashore Protection Act of 1974 for work within the seashore reserve, the Guam Environmental Protection Agency, and the National Oceanic and Atmospheric Administration.

Section 2. Authorization to Enter into a Commercial Submerged Land License Agreement with GTA. Notwithstanding any other provision of law, or rule

or regulation, *I Liheslaturan Guåhan* authorizes the Chamorro Land Trust Commission (CLTC) to enter into a commercial submerged land license agreement with TeleGuam Holdings LLC, doing business as GTA, as articulated within and in conformance with the provisions of this Act, for the purpose of the construction, installation, operation, maintenance, and use of no more than six (6) fiber-optic cable systems at *Alupang* reef flat and channel.

(a) The submerged land to be licensed to GTA (Licensed Property) shall extend from the line of mean high tide and seaward to a line three (3) geographical miles distant from the coastline and shall include an approximate ten (10±) feet wide section of the *Alupang* reef flat and channel starting from the mean high tide watermark to the exit offshore at approximately three thousand six hundred (3,600±) feet and under sixty-five (65) to one hundred thirty-one (131) feet of water in the Philippine Sea for underground conduit infrastructure that would consist of such number of submerged cable ducts and landing pipes as necessary for GTA to operate its cable landing station; provided, that GTA shall not locate more than six (6) submarine cables and landing pipes within the Licensed Property.

The landing pipes may be installed using the Horizontal Directional Drilling construction method, if required permits and approvals allow. It is contemplated that the conduit infrastructure will extend from the terrestrial Landing Manhole (LMH) owned or leased by GTA, under the *Alupang* Beach and Bay, exiting approximately four thousand six hundred (4,600±) feet offshore and under approximately sixty-five (65) to one hundred thirty-one (131) feet of water. The fiber-optic cables may be pulled through these landing pipes and brought into the LMH to connect with the cables coming from the cable landing station.

GTA shall provide to CLTC and the Department of Land Management the Global Positioning System (GPS) Survey Depiction of the final permitted underground conduit infrastructure.

(b) Term. The license agreement shall be for a term of twenty-five (25) years; and, GTA shall be afforded two (2) five (5)-year options to renew such license agreement at its election upon written notification to CLTC at least one hundred eighty (180) days prior to the end of the twenty-fourth (24th) year of the original term and one hundred eighty (180) days prior to the end of the first (1st) five (5)-year option period. The license agreement shall be subject to termination by GTA in the event that GTA is unable to procure the necessary permits and approvals for the construction and operation of the submarine and terrestrial facilities to support the proposed submarine cable landing activity of GTA within three (3) years of enactment of this Act.

(c) Such license agreement, subject to the terms stated herein, shall be binding and enforceable in all respects on the CLTC upon execution and shall require no further approvals on the part of *I Liheslaturan Guåhan.*

(d) Non-Exclusivity and Non-Interference. GTA acknowledges that the Licensed Property is non-exclusive; however, CLTC may not unreasonably interfere with the continued operation and maintenance of the GTA landing pipes and manholes and will notify GTA of any proposed crossing or parallel installation at least sixty (60) calendar days ("Notice Period") prior to any proposed installation unless installation is required due to an emergency. GTA shall notify CLTC within the Notice Period if they object to CLTC's intention to place conduit, utility lines or any other structure or line within the subject easement and shall support with plans and specifications to the satisfaction of CLTC the basis for any contention there is an unreasonable interference with GTA's conduit. CLTC shall, at its sole

discretion, determine whether there is an unreasonable interference with GTA's landing pipes. CLTC shall be authorized to install any parallel or crossing installation if it reasonably determines there is no interference with GTA's landing pipes.

Section 3. Compensation for Submerged Lands License Agreement. In exchange for those rights granted under the submerged land license agreement for the six (6) Cables, GTA shall pay CLTC annual license fees according to the following schedule:

(a) For the first (1st) cable system: A landing fee of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of approval from the Bureau of Statistics and Plans Guam Coastal Management Program's Federal Consistency permit. In addition, an initial annual license payment in the amount of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of the System Operational Date (as defined below) of the first (1st) cable system (the First System Operational Date), and thereafter an annual license payment adjusted in accordance with Section 3(h) shall be paid beginning on the first (1st) anniversary of the First System Operational Date and continuing annually for the term of the license agreement.

(b) For the second (2nd) cable system: A landing fee of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of approval from the Bureau of Statistics and Plans Guam Coastal Management Program's Federal Consistency permit. In addition, an initial annual license payment in the amount of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of the System Operational Date of the second (2nd) cable system (the Second System Operational Date), and thereafter an annual license payment adjusted in accordance with Section 3(h) shall be paid

beginning on the first (1st) anniversary of the Second System Operational Date and continuing annually for the term of the license agreement.

(c) For the third (3rd) cable system: A landing fee of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of approval from the Bureau of Statistics and Plans Guam Coastal Management Program's Federal Consistency permit. In addition, an initial annual license payment in the amount of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of the System Operational Date of the third (3rd) cable system (the Third System Operational Date), and thereafter an annual license payment adjusted in accordance with Section 3(h) shall be paid beginning on the first (1st) anniversary of the Third System Operational Date and continuing annually for the term of the license agreement.

(d) For the fourth (4th) cable system: A landing fee of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of approval from the Bureau of Statistics and Plans Guam Coastal Management Program's Federal Consistency permit. In addition, an initial annual license payment in the amount of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of the System Operational Date of the fourth (4th) cable system (the Fourth System Operational Date), and thereafter an annual license payment adjusted in accordance with Section 3(h) shall be paid beginning on the first (1st) anniversary of the Fourth System Operational Date and continuing annually for the term of the license agreement.

(e) For the fifth (5th) cable system: A landing fee of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of approval from the Bureau of Statistics and Plans Guam Coastal Management Program's Federal Consistency permit. In addition, an initial annual license payment in the amount of One Hundred Thousand Dollars ($100,000) shall be paid within

thirty (30) days of the System Operational Date of the fifth (5th) cable system (the Fifth System Operational Date), and thereafter an annual license payment adjusted in accordance with Section 3(h) shall be paid beginning on the first (1st) anniversary of the Fifth System Operational Date and continuing annually for the term of the license agreement.

(f) For the sixth (6th) cable system: A landing fee of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of approval from the Bureau of Statistics and Plans Guam Coastal Management Program's Federal Consistency permit. In addition, an initial annual license payment in the amount of One Hundred Thousand Dollars ($100,000) shall be paid within thirty (30) days of the System Operational Date of the sixth (6th) cable system (the Sixth System Operational Date), and thereafter an annual license payment adjusted in accordance with Section 3(h) shall be paid beginning on the first (1st) anniversary of the Sixth System Operational Date and continuing annually for the term of the license agreement.

(g) The System Operational Date of each Cable shall be that date at which the Cable is fully installed, the associated system-wide testing is completed, and the Cable is approved to carry commercial traffic. GTA shall notify CLTC within thirty (30) days after the establishment of the System Operational Date of each cable landing within its submerged land license agreement.

(h) The annual fees for each cable system set forth in this Section shall be adjusted annually on the anniversary of the System Operational Date of each Cable, and for the remainder of the term. All recurring fees shall be adjusted and increased annually for inflation at a fixed rate of two percent (2%) per annum.

Section 4. License Agreement Requirements. From and after the effective date of this Act, the following requirements shall apply to and be incorporated in any submerged land license agreement entered into with the CLTC:

(a) Interest for Late Payment. All license fees in arrears shall bear interest at a rate of four percent (4%) per annum in excess of the prime rate, calculated daily and compounded monthly, without demand, from the date it should have been paid to CLTC, until actual payment to CLTC.

(b) Taxes. Any and all taxes, fees and assessments, to include taxes on gross receipts, and improvements to the Licensed Property levied upon the Licensed Property, shall be borne and paid by GTA upon execution of the license agreement.

(c) Insurance. The license agreement shall require GTA to have business liability insurance that indemnifies and holds CLTC and the government of Guam harmless, and shall require GTA to respond to CLTC requests for information on a timely basis. GTA shall procure, at its own cost and expense, and keep in force during the term of the license agreement for the mutual benefit of CLTC and GTA, a policy of comprehensive liability insurance in such amounts, form, and with such insurance company as CLTC shall approve. A copy of such policies shall be provided to CLTC at CLTC's request. CLTC may review the foregoing limits of coverage and require increases therein but shall not require increases more frequently than annually. The policy or policies shall contain a clause stating that the insurer will not cancel or change insurance coverage without first giving CLTC and GTA thirty (30) days prior written notice of such change or cancellation.

(d) The general public shall have the continuing right to use the reef flat and the waters above to enter on or cross any portion of the Licensed Property for fishing and other recreational purposes, and CLTC reserves the

right to itself and to the agents and representatives of the government of Guam to enter on and cross any portion of the Licensed Property for the purpose of performing any public or official duties; provided, however, that in the exercise of such rights, CLTC and the general public shall not unreasonably interfere with GTA's use and enjoyment of the rights granted by the license agreement.

(e) The Licensed Property may be occupied and used by GTA solely for the activities proposed by GTA and for incidental purposes related to the landing of submarine cables. In no event shall GTA conduct any activity on the Licensed Property without obtaining all requisite authorizations and permits from the appropriate Guam and federal government agencies or authorities.

(f) Compliance with Environmental Laws. All activities on the Licensed Property shall be in compliance and maintained in accordance with existing federal and local environmental laws, including permitting application review and approval from the U.S. Army Corps of Engineers for work in U.S. waters, the Guam Coastal Management Program Consistency Certification in accordance with the Coastal Zone Management Act of 1972, and the Guam Territorial Seashore Protection Commission pursuant to the Guam Territorial Seashore Protection Act of 1974 for work within the seashore reserve, the Guam Environmental Protection Agency, and the National Oceanic and Atmospheric Administration. Failure to comply with environmental laws shall be a material default by GTA.

(g) GTA shall comply with all requirements imposed under all such authorizations and permits and, more generally, shall comply with all applicable Guam and federal government laws, rules and regulations relating to its activities on the Licensed Property. GTA shall comply with applicable

federal laws, including the Submarine Cable Act of 1921 and the Communications Acts of 1934, as amended, and rules and regulations of the Federal Communications Commission applicable to its interstate and international submarine cable landing authorizations and licensure, including annual reporting obligations. The rights of GTA under the license agreement are personal to GTA and may not be transferred or assigned to any other person, firm, corporation, or other entity without the prior written consent of CLTC, which consent shall not be unreasonably withheld; provided, however, that GTA may, without CLTC's consent, lease or transfer conduit or duct space to third parties landing submarine cables; and provided, further, that GTA may, without CLTC's consent, assign its rights to any person acquiring all of GTA's assets in Guam on condition that the assignee assumes all of GTA's obligations under the license agreement.

(h) Improvements to CLTC Property. The license agreement shall require that any improvements made to or upon the Licensed Property shall belong in title to the CLTC upon termination or expiration of the license agreement, and that any removal required by the CLTC of improvements or items remaining on the property shall be the responsibility of GTA at no cost to the CLTC.

Section 5. Default and Termination. From and after the effective date of this Act, the following provisions shall apply to and be incorporated into any submerged land license agreement entered into with the CLTC:

(a) Any failure to comply with this Act, the license agreement, or a material term of the conditions of any government approval or permit shall be considered a material breach of the license agreement. The party aggrieved by such breach may deliver a Notice of Default to the party in breach specifying such noncompliance and the appropriate cure. Except as otherwise provided

in this Act, if the breach has not been corrected within a period of ninety (90) days after receipt of the Notice of Default, then the aggrieved party may terminate the license agreement. Notwithstanding the foregoing, if the breach cannot reasonably be corrected during its applicable cure period, then the aggrieved party may not terminate the license agreement if the breaching party begins to correct such noncompliance during the cure period and diligently pursues corrective measures to completion.

(b) Upon termination or expiration of the license agreement, unless extended pursuant to the terms of the license agreement, the license agreement shall become null and void, except that CLTC may enforce any and all obligations of GTA arising out of acts or omissions occurring prior to such termination or expiration.

(c) Without limiting any other remedies the CLTC may have arising out of the license agreement or at law in respect of any default in the performance of GTA's obligations under the license agreement, the CLTC shall have the right, in the case of any default and without any re-entry or termination of the license agreement, to enter upon the Licensed Property and cure or attempt to cure such default (but this shall not obligate the CLTC to cure or attempt to cure any such default or, after having commenced to cure or attempt to cure such default, prevent the CLTC from ceasing to do so) and GTA shall promptly reimburse to the CLTC any expense incurred by the CLTC in so doing and the same shall be recoverable.

(d) The license agreement may be terminated in any of the following events (each an "Event of Default"):

(1) if license fees or any part thereof shall not be paid on any day when such payment is due, CLTC may, at any time, thereafter, give

notice of such failure to GTA, and if the failure is not remedied by GTA within five (5) days after the giving of such notice; or

(2) if GTA fails or neglects to perform or comply with any of the terms, covenants, or conditions contained in the license agreement (other than the covenants to pay license fees) on the part of GTA to be performed or observed, CLTC may, at any time, thereafter, give notice of such failure or neglect to GTA and GTA:

(A) if the matter complained of in such notice is capable of being remedied by the payment of money, has not corrected the matter complained of within a period of five (5) days after the giving of such notice; or

(B) if the matter complained of in such notice is not capable of being remedied by the payment of money, has not corrected the matter complained of within a period of twenty (20) days after the giving of such notice, or if a period of more than such twenty (20) days is reasonably required to remedy, with reasonable diligence, the matters complained of in such notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion; or

(C) if an event of insolvency shall have occurred with respect to GTA; or

(D) a breach of an obligation by GTA which has resulted in cancellation of insurance coverage where GTA has not prior to or concurrent with such cancellation replaced such coverage with comparable coverage or breach of an obligation where there has been a notice of cancellation of insurance coverage which has not been cured and where GTA has not,

within the period of time set out in such notice, or within ten (10) days where no period is set out therein, replaced such coverage with comparable coverage or which is otherwise a breach of the obligations respecting insurance; or

(E) abandonment of the project by GTA; the CLTC, at its option, may terminate the license agreement by notice to GTA, in which event such termination shall be effective immediately upon the delivery of such notice and may enter upon the Licensed Property with or without process of law and take possession thereof.

Section 6. Deposit of Revenues and Fees. Revenues from fees and interest generated from the commercial submerged land license agreement authorized in this Act shall be deposited in the Chamorro Land Trust Survey and Infrastructure Fund to be used for all authorized purposes of that Fund, including to survey and subdivide CLTC property, to ensure access to water and access to sewer infrastructure for properties over the aquifer, and to improve telecommunications infrastructure and technology resources for the CLTC communities and other disadvantaged communities as determined by the CLTC.

Section 7. Exemption from Appraisals. 2 GCA § 2107(b) and Section 6.04(c)(1) of the Standing Rules of *I Mina'trentai Sais Na Liheslaturan Guåhan* relative to land appraisals, shall not apply to this Act.

Section 8. Exemption from Commercial Leases and Licenses. The Licensed Property in this Act shall not be subject to § 75A122 of Chapter 75A and § 75122 of Chapter 75, both of Title 21, Guam Code Annotated.

Section 9. Effective Date. This Act shall be effective upon enactment.

Section 10. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall

not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.