

Cover Memo for CLTC Staff Packet

To: Chamorro Land Trust Commission Staff (CLTC)
From: Guam International Country Club, Inc. (GICC)
Date: March 17, 2026
Subject: Request for Utility Easement / Right-of-Way (Lot No. 10122-12, Dededo)

GICC respectfully requests CLTC's approval of a utility easement or right-of-way over a limited portion of Lot No. 10122-12 to allow installation, operation, and maintenance of electrical infrastructure necessary to connect a solar energy project to the Guam power grid in coordination with the Guam Power Authority.

The easement is strictly limited to utility infrastructure purposes, does not transfer ownership of CLTC land, and includes protections to revert the land to CLTC control if the infrastructure is removed. This request is consistent with prior CLTC approvals for GPA and GWA infrastructure on this and other CLTC parcels.

Approval will directly support Guam's renewable energy transition, strengthen grid reliability, reduce reliance on imported fuel, and provide ongoing public benefit while preserving CLTC's authority and stewardship of the land. GICC respectfully requests the CLTC Board to approve the easement and authorize the Chairperson, or designee, to execute the necessary documents.

CLTC BOARD BRIEFING SUMMARY

Request for Utility Easement to Support Guam Power Authority Renewable Energy Interconnection, Lot No. 10122-12 (GICC Lease)

Applicant: Guam International Country Club, Inc. (GICC)

Property: Lot No. 10122-12, Dededo
Commercial Lease between GICC and the Chamorro Land Trust Commission
Lease dated April 1, 2014, as amended December 18, 2025

1. Request:

GICC respectfully requests CLTC's approval of a utility easement/right-of-way over a limited portion of Lot 10122-12, to allow installation and maintenance of electrical infrastructure necessary to connect a solar energy project to the Guam power grid. The infrastructure will be installed and operated in coordination with the Guam Power Authority Infrastructure to be installed:

The easement will allow construction and operation of electrical infrastructure such as:

- electrical substation facilities
- underground electrical cables and conduits
- power lines and transmission equipment
- switching equipment and protective devices
- transformer pads and related electrical facilities
- access for inspection, maintenance, and repair by authorized utility personnel

The easement area will be limited to the minimum land area required, as shown on the attached site plan.

2. Protection of CLTC Land:

Approval of the easement does not transfer ownership or leasehold rights. Key protections include:

- CLTC retains full ownership and authority over the land
- GICC's existing lease remains unchanged
- Easement is limited strictly to utility infrastructure purposes
- Easement remains in place only while the infrastructure is in service
- Land may be restored if infrastructure is removed

3. Prior CLTC Precedent

CLTC has previously approved similar utility access on the same property and other CLTC parcels. Examples include:

- GPA power line right-of-way (Instrument No. 485312 – March 4, 1993)
- GWA monitoring well access (Instrument No. 992216 – October 23, 2023)
- GPA right-of-way grants on other CLTC parcels (Instruments 1015781-1015784 - January 2026)

These approvals demonstrate CLTC's historical support for public utility infrastructure serving Guam residents.

4. Public Benefit to Guam

The requested easement supports:

- expansion of renewable energy generation
- improved power grid reliability
- reduced dependence on imported fuels
- long-term energy sustainability for Guam

The project will help support the renewable energy initiatives of the Guam Power Authority and contribute to Guam's energy transition.

5. Requested CLTC Action

GICC respectfully requests that the Chamorro Land Trust Commission:

1. Approve the utility easement / right-of-way over a limited portion of Lot 10122-12, and
2. Authorize the CLTC Chairperson or designee to execute the necessary easement documents

Attachments

GICC'S Official Letter w/attachments



March 17, 2026

Mr. Earl J. Garrido
Acting Chairperson
Chamorro Land Trust Commission
590 South Marine Drive
Tamuning, Guam 96913

Re: Request for Approval of Utility Easement/Right-of-Way (Lot No. 10122-12, Dededo)

Dear Mr. Garrido,

Guam International Country Club, Inc. ("GICC"), the lessee under that certain Commercial Lease Agreement dated April 1, 2014, as amended by the First Amendment to Commercial Lease Agreement effective December 18, 2025, with the Chamorro Land Trust Commission ("CLTC") covering Lot No. 10122-12 in Dededo, respectfully requests CLTC's approval for a utility easement or right-of-way over a limited portion of the leased property to allow installation and operation of electrical infrastructure required for a renewable energy project.

This request is associated with the development of a solar energy generation project and the electrical infrastructure necessary to connect the project to the Guam power grid in coordination with the Guam Power Authority.

GICC respectfully submits that approval of this easement is consistent with the existing lease, with CLTC's historical practice regarding public utility infrastructure, and with the broader public interest of the people of Guam.

1. Lease Authority

GICC occupies the property pursuant to the Commercial Lease Agreement dated April 1, 2014, as amended by the First Amendment effective December 18, 2025.

Under the amended lease:

- the property may be used for the generation, storage, and transmission of renewable solar energy, including associated infrastructure; and
- the parties agree to cooperate as reasonably necessary to support project financing and federal Investment Tax Credit (ITC) requirements.

The lease also recognizes that public utilities, including GPA, GWA, and other utility providers, may require access to the property for infrastructure and services necessary to serve Guam's residents.

The requested easement is limited strictly to utility infrastructure purposes and does not transfer, assign, mortgage, or otherwise convey any leasehold interest held by GICC under the existing lease with CLTC. Ownership of the land will remain with CLTC, and the property will continue to be governed by the existing lease.

2. Purpose and Scope of the Easement

The requested easement will allow installation, operation, and maintenance of electrical infrastructure necessary to connect the solar project to the Guam power grid.



Infrastructure associated with the easement may include:

- electrical substation facilities
- underground electrical cables and conduits
- power lines and transmission equipment
- switching equipment and protective devices
- transformer pads and related electrical facilities
- access for inspection, maintenance, and repair by authorized utility personnel

The easement area will be limited to the minimum amount of land necessary, as shown in the attached Site Plan (Exhibit A), and will not interfere with the overall use of the leased property

3. Consistency with Prior CLTC Utility Easements

Approval of utility easements on CLTC properties to support public infrastructure is consistent with prior approvals granted by CLTC on the GICC property and other CLTC parcels.

Examples include:

- **Grant of Right-of-Way: Instrument No. 485312 (March 4, 1993)**
Lot 10122-12 (GICC leased property with CLTC) – power line infrastructure for the Guam Power Authority (Exhibit B)
- **Right of Entry Agreement: Instrument No. 992216 (October 23, 2023)**
Lot 10122-12-R9 (GICC leased property with CLTC) – monitoring well access for the Guam Waterworks Authority (Exhibit C)
- **Grants of Right-of-Way: Instrument Nos. 1015781–1015784 (January 16, 2026)**
Utility infrastructure for the Guam Power Authority on other CLTC parcels (Exhibit D)

These examples demonstrate that CLTC has historically supported utility access where necessary to provide infrastructure and services benefiting the people of Guam.

4. Public Benefit

The proposed easement directly supports the development of renewable energy generation and modern electrical infrastructure serving Guam's power grid.

This project will help Guam:

- expand renewable energy generation
- strengthen long-term grid reliability and resilience
- reduce dependence on imported fuel
- support Guam's long-term energy transition goals

This infrastructure will support the expansion of renewable energy and grid reliability for Guam and will assist the Guam Power Authority in meeting Guam's renewable energy objectives while maintaining the land under the stewardship of the Chamorro Land Trust Commission for the benefit of the people of Guam.

Importantly, the easement will not alter GICC's leasehold rights nor diminish CLTC's ownership of the land, and the property will remain subject to all terms and conditions of the existing CLTC lease.



Guam International Country Club

495 Battulo Street, Yigo, GU 96929 * Tel # 1-671-632-4445 * Fax # 1-671-632-4440

5. Easement Duration and Protection of CLTC Interests

The requested easement is intended to allow utility infrastructure necessary to support the solar energy project and electrical grid connection. The easement will remain in effect for so long as the authorized utility infrastructure is in service, and will remain subject to the authority and oversight of the Chamorro Land Trust Commission.

In the event the infrastructure is permanently removed or no longer in service, the easement area may be restored and released in accordance with CLTC policies and applicable agreements, ensuring that the property remains available for future use consistent with CLTC's mission.

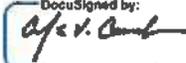
6. Request for CLTC Approval

For these reasons, GICC respectfully requests that the Chamorro Land Trust Commission approve the requested utility easement or right-of-way over a limited portion of Lot No. 10122-12 to allow installation, operation, and maintenance of electrical infrastructure necessary for the renewable energy project.

To facilitate timely coordination with the Guam Power Authority and the project's infrastructure and financing requirements, GICC further respectfully requests that the Commission authorize the CLTC Chairperson, or his designee, to execute the necessary easement or right-of-way documents on behalf of CLTC, subject to final review by CLTC legal counsel and consistent with the terms of the existing lease (Exhibit E: Sample Easement Agreement for Electric Utility Purposes).

GICC appreciates CLTC's continued cooperation and leadership in supporting infrastructure improvements and renewable energy development that benefit the people of Guam.

Respectfully submitted,

DocuSigned by:

2AEC729F0D44EB
Carlos Camacho
Authorized Agent

Attachments

- Exhibit A: Site Plan Showing Proposed Easement Area
- Exhibit B: Grant of Right-of-Way Instrument No. 485312 (1993)
- Exhibit C: Right of Entry Agreement Instrument No. 992216 (2023)
- Exhibit D: GPA Right-of-Way Grants on CLTC Parcels (2026)
- Exhibit E: Sample Easement Agreement for Electric Utility Purposes

EXHIBIT B

485312

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GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT
LAND RECORDS SECTION

TERRITORY OF GUAM, DEPARTMENT OF LAND MANAGEMENT, OFFICE OF THE RECORDER

485312

INSTRUMENT NUMBER _____

TYPE OF INSTRUMENT Grant

THIS INSTRUMENT WAS FILED FOR RECORD ON 4

DAY OF (MARCH) 1993 AT 1032 AM (X) PM ()

AND DULY RECORDED IN BOOK _____ AT PAGE _____

RECORDED FEE \$ De Officio VOUCHER NUMBER _____

Joe Cant
FOR RECORDER

- (1) COMPUTER LISTING _____ (MAR 11 1993)
- (2) NUMERICAL INDEX URBAN _____ (SUB) _____ (VOL) _____ () (a)
- (3) ALPHABETICAL GRANTOR (LAND) (MISC.) _____ () ()
- (4) ALPHABETICAL GRANTEE (LAND) (MISC.) _____ () ()
- (5) MARGINAL NOTATION C.T. NO. _____ G.C. NO. _____ () ()
- (6) ISSUANCE OF C.T. NO. _____ G.C. NO. _____ () ()
- (7) CANCELLATION OF C.T. _____ G.C. NO. _____ () ()
- (8) CHANGES PROPERTY LISTING DAILY SALES DATA NO. _____ () ()
- (9) GRANTORS SOCIAL SECURITY NO. _____ () ()
- (10) GRANTEES SOCIAL SECURITY NO. _____ () ()
- (11) MINOR'S SOCIAL SECURITY NO. _____ () ()

REMARKS: _____

**GRANT OF RIGHT-OF-WAY
FOR THE ERECTION AND MAINTENANCE OF POWER
LINES, POLES, WIRES, CABLES AND
UNDERGROUND CONDUITS**

GUAM MUNICIPAL GOLF, INC. of DEDEDO, GUAM

Territory of Guam, hereinafter called the "Owner", hereby grants GUAM POWER AUTHORITY, hereinafter called the "Authority", its successors and assigns, the right to erect, construct, re-construct, replace, remove, maintain and use a line of poles, towers or underground conduits with such wires and cables as the Authority shall from time to time suspend therefrom or run therethrough for power and communication purposes, and all necessary and proper foundation, down-guys, footings, crossarms and other appliances and fixtures for use in connection with said poles, wire and cables, together with a right-of-way, on, along and in all of the hereinafter described strip of those certain lands which are situated in the Municipality of DEDEDO, Territory of Guam, and more particularly described as follows:

A 10' X 90' foot strip of land
extending partially across Lot No.
10122-12, Municipality of
DEDEDO, Territory of Guam,
Guam, as delineated in that certain
sketch (or map) marked Exhibit "A" and
attached hereto is made a part hereof.

Owner further grants to the Authority, the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Owner.

Owner shall have the right to use said strip for purpose not inconsistent with

485312

Authority shall have the further right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Authority may be a hazard to said poles, wires, cables, or conduits, by reason of the danger of falling thereon or interfering therewith, provided, however, that all trees which Authority is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Owner, but all tops, brush and refuse wood shall be burned or removed by Authority.

Authority shall also have the right to mark the location of said strip by suitable markers set in the ground or on said poles, towers, wires or cables, but said markers set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use Owner shall make of said strip.

Authority shall repair any damage it shall do to Owner's private roads or lanes on said lands, and shall indemnify Owner against any loss and damage which shall be caused by the exercise of said ingress and egress, or by any wrongful or negligent act or omission of Authority or of its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Owner has executed these presents this 10 day of

FEBRUARY, 19 93.

35"

99.96

(G)

(F)

S 00° 04' 25" E

15.10

80' WIDE R/W FOR PUBLIC ACCESS AND UTILITY EASEMENT

EXHIBIT 'A'

485312

E-2555-92

SCALE 1" = 60'

DO HEREBY GRANT 50 FT. PUBLIC ACCESS & UTILITIES SHOWN ON LOT NO. 10122 - R1?

DIRECTOR OF LAND MANAGEMENT

DATE

LOT 10122-12

A = 829,124 ± SQ. M.

(AREA TABULATION SHEET 5 OF 5)

(INCLUDING EASEMENT AREA)

(SEE PART ON SHEET 1 OF 5)

LOT 10122-96

A = 33,464 ± SQ. M.

(AREA TABULATION SHEET 5 OF 5)

80' R/W FOR PUBLIC ACCESS

& UTILITY EASEMENT

LOT 10122-17

A = 10,625 ± S.M.

SEE SPECIAL NOTE

BCMI CONG. HOUSE

123.00

BASIC LOT 10122-17 RB
REC A = 2,927,952 ± SQ. M.
COM A = 2,927,952 ± SQ. M.

10' x 30' EASEMENT

EXISTING 12' WIDE ASPHALT PAVEMENT TYPICAL

LOT 10122-

A = 1,793,935 ± S

(AREA TABULATION SHEET

(SEE SPECIAL NOTE SHEET 5 OF 5)

(SEE PART ON SHEET 5 OF 5)

55'

35"

W

421.37

506.37

497.38

731.57

731.57

E

25"

04'

00°

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| CURVE DATA | |
|------------|-----------------|
| (F) | |
| A = | 90° 00' 30" |
| R = | 7.62 |
| C = | 10.78 |
| CHB = | S 44° 35' 35" W |
| (G) | |
| A = | 90° 00' 30" |
| R = | 7.62 |
| C = | 10.78 |
| CHB = | N 45° 04' 25" W |
| (H) | |
| A = | 90° 00' 30" |
| R = | 6.096 |
| C = | 8.62 |
| CHB = | S 45° 04' 25" E |

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GOVERNMENT OF GUAM - Department of Land Management
 Office of the Recorder 992216

File for Record is Instrument Number _____

On the Year 20 23 Month 10 Day 23 Time 9:21

Recording Fee DE-OFFICIO Receipt No. DE-OFFICIO

Deputy Recorder: 

992216

(Space above this line for Recorder's use only.)

RIGHT OF ENTRY AGREEMENT
Portion of, Lot 10122-12-R9, Municipality of Dededo

THIS AGREEMENT made and entered into on the 23 day of September 2023, by and between CHAMORU LAND TRUST COMMISSION, GOVERNMENT OF GUAM, P.O. BOX 2950, HAGATNA, GUAM 96932 hereinafter called the "OWNER" and the GUAM WATERWORKS AUTHORITY, hereinafter called the "AUTHORITY".

WITNESSTH

WHEREAS, the AUTHORITY needs to enter the OWNER'S property in order to inspect, measure, sample, repair and maintain monitoring well (GHURA-DEDEDO) located on the following described premises:

A portion of Lot 10122-12-R9, Municipality of Dededo, an area consisting of 16± square feet (4x4 concrete pad), as shown on the Agricultural Subdivision Master Plan of Lot 10122 and Tract 10316, DWG. No. 2213-11-14, recorded on July 22, 2015, under Instrument No.880801, in the Department of Land Management, as shown in Exhibit "A". Certificate of Title No. 61426.

NOW THEREFORE, in consideration of the above stated premises, the OWNER and the AUTHORITY hereby agree that the AUTHORITY and/or its duly authorized representative shall have the right to enter upon the OWNER'S land for inspection, measurement, repair and maintenance of the monitoring well. It is further understood that the AUTHORITY and/or its duly authorized representative will restore the land to a safe and sanitary condition after the work has been completed.

OWNER:
CHAMORU LAND TRUST COMMISSION
GOVERNMENT OF GUAM

AUTHORITY:
GUAM WATERWORKS AUTHORITY

By: 

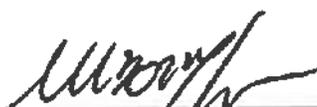
By: 

EXHIBIT D

Instrument Nos. 1015781-1015784

1015781

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D

For filing with the Registrar)
of land titles pursuant to the)
Land Title Registration Act.)
Requested by Guam Power)
Authority. After filing,)
deliver copies to Guam)
Power Authority P.O.)
Box 2977 Hagatña,)
Guam 96932.)

| | | | |
|--|---|----------|------------------------|
| GOVERNMENT OF GUAM - Department of Land Management Office of the Recorder | | | |
| File for Record is Instrument Number | | | 1015781 |
| On the Year 20 | 20 | Month 01 | Day 16 Time 9:00am |
| Recording Fee | DE-OFFICIO | | Receipt No. DE-OFFICIO |
| Deputy Recorder |  | | |

(Space above this line for Recorder's use only.)

**GRANT OF RIGHT-OF-WAY
FOR THE ERECTION AND MAINTENANCE OF POWER
LINES, POLES, WIRES, CABLES AND
UNDERGROUND CONDUITS**

CHAMORRO LAND TRUST COMMISSION

whose address is Suite 222, 2nd Floor ITC Building, Tamuning, Guam 96931

hereinafter called the "Owner", hereby grants GUAM POWER AUTHORITY, hereinafter called the "Authority", its successors and assigns, the right to erect, construct, re-construct, replace, remove, maintain and use a line of poles, towers or underground conduits with such wires and cables, as the Authority shall from time to time suspend therefrom or run therethrough for power and communication purposes, and all necessary and proper foundation, down-guys, footings, cross arms and other appliances and fixtures for use in connection with said poles, wire and cables, together with a right-of-way, on, along and in all of the hereinafter described strip of those certain lands which are situated in the Municipality of Dededo, Guam, and more particularly described as follows:

A strip of land (as shown on Exhibit "A" attached hereto) extending partially across Lot No. 10171-28, Municipality of Dededo, Guam, as delineated in that certain sketch (or map) and marked Exhibit "A" attached hereto and is made a part hereof.

Owner further grants to the Authority, the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage, and

1015781

away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Authority may be a hazard to said poles, wires, cables, or conduits, by reason of the danger of falling thereon or interfering therewith, provided, however, that all trees which Authority is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Owner, but all tops, brush and refuse wood shall be removed by Authority.

Authority shall also have the right to mark the location of said strip by suitable markers set in the ground or on said poles, towers, wires or cables, but said markers set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use Owner shall make of said strip.

Authority shall repair any damage it shall do to Owner's private roads or lanes on said lands, and shall indemnify Owner against any loss and damage which shall be caused by the exercise of said ingress and egress, or by any wrongful or negligent act or omission of Authority or of its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Owner has executed these presents this 13th day of Jan., 2026.

OWNER:

CHAMORRO LAND TRUST COMMISSION

By: 
Earl J. Garrido, Acting Chairman
Chamorro Land Trust Commission

ACKNOWLEDGEMENT

In and for Guam)
City of ~~Hagåtña~~) ss
Tamuning)

On this 13th day of Jan., 2026, before me, a Notary Public in

and for Guam, personally appeared Earl J. Garrido, known to me to be the **Acting Chairman, of the Chamorro Land Trust Commission** whose name is subscribed to the foregoing **Grant of Right of Way for the erection and maintenance of Power Lines, Poles, Wires, Cables and Underground Conduits** and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day, month and year first above written.



Sara C. Pangelinan

Notary Public

SARA C. PANGELINAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **SEPT. 17, 2029**
Commission Number NP: 25-0899P
888 N Marine Corps Drive, Ste. 200 Tamuning Guam 96913

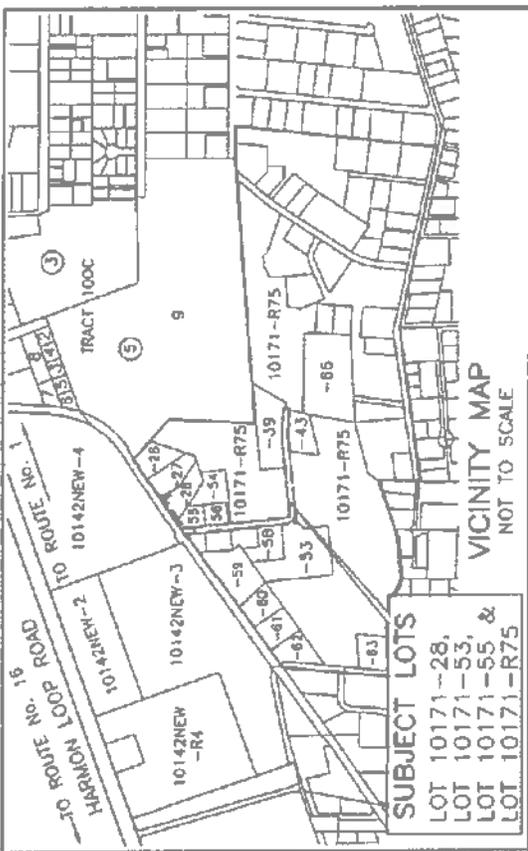


EXHIBIT "A"

1993 GRID



SUBJECT LOTS
 LOT 10171-28,
 LOT 10171-53,
 LOT 10171-55 &
 LOT 10171-R75

VICINITY MAP
 NOT TO SCALE

NOTES:

1. SURVEY WAS BASED FROM FOUND PROPERTY CORNERS AS SHOWN
2. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN METERS.
3. BEARINGS AND DISTANCES ARE 1993 GRID VALUES

REFERENCES:

1. DWG No. 2213-11-14, AGRICULTURAL SUBDIVISION MASTER PLAN OF LOT 10171, PREPARED BY DEPARTMENT OF LAND MANAGEMENT, Doc. No. 880810.
2. DWG No. DA1-S-02-141, PARCELING SURVEY MAP OF LOT 10171-R25, PREPARED BY PLS No. 65 FOR CHAMORRO LAND TRUST COMMISSION.

GPA UTILITY EASEMENTS WITHIN
 LOTS 10171-28, 10171-53, 10171-55 & 10171-R75
 MUNICIPALITY OF DEDEDO

L.S. 14

SEC. 1

CERTIFICATE OF SURVEYOR:

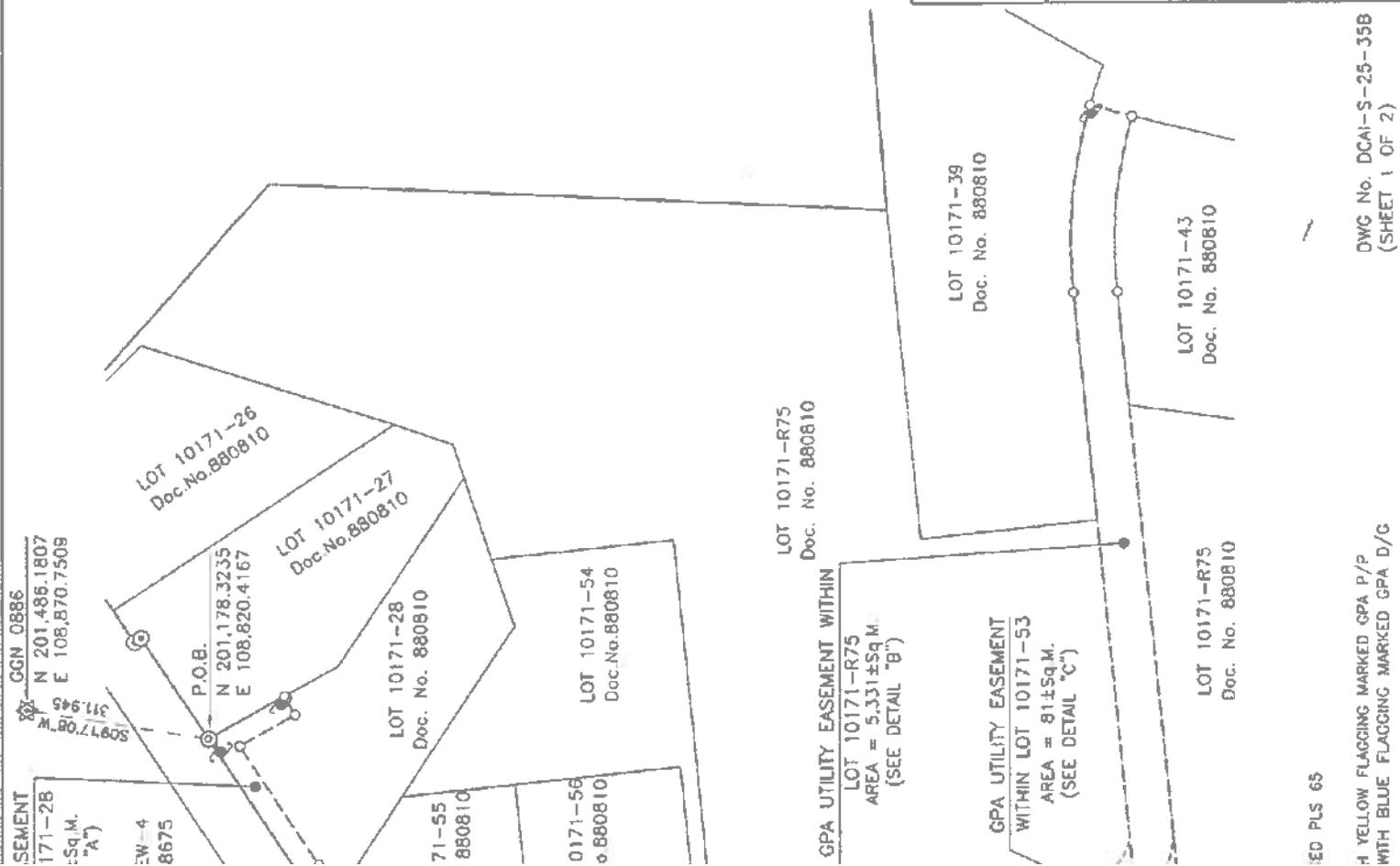
I, CHRISTOPHER E. HILL, HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; BASED ON A FIELD SURVEY DONE BY GPA/DCA FIELD CREW ON SEPTEMBER 2025.

Ch. Hill
 CHRISTOPHER E. HILL
 P.L.S. NO. 87

09/16/25
 DATE



ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL SERVICES
 7th FLOOR, INFORMATION SYSTEMS • CONSTRUCTION MANAGEMENT DIV
 P.O. Box 8998, Larrinaga, Guam 96971-2301 Marine Corps Drive, Suite 300 Diamond Plaza
 Hagatna, GU 96910-5198 Tel: (671) 477-7991 Fax: (671) 479-6315 SAIPAN, Culture Plaza 1991,
 Suite 164, Saipan MP 96950 Chalan Park, Amel, ADA's Building South Garapan, Saipan 96964
 Tel: (670) 334-6911 Fax: (670) 233-6947



SEMENT
 171-28
 N 201,486.1807
 E 108,870.7508
 311.945
 S0917°08'W

LOT 10171-26
 Doc.No.880810

LOT 10171-27
 Doc.No.880810

LOT 10171-28
 Doc. No. 880810

LOT 10171-54
 Doc.No.880810

LOT 10171-R75
 Doc. No. 880810

GPA UTILITY EASEMENT WITHIN
 LOT 10171-R75
 AREA = 5,331±Sq.M.
 (SEE DETAIL "B")

GPA UTILITY EASEMENT
 WITHIN LOT 10171-53
 AREA = 81±Sq.M.
 (SEE DETAIL "C")

LOT 10171-39
 Doc. No. 880810

LOT 10171-43
 Doc. No. 880810

LOT 10171-R75
 Doc. No. 880810

ED PLS 65

4 YELLOW FLAGGING MARKED GPA P/P
 WITH BLUE FLAGGING MARKED GPA D/G

DWG No. DCA1-S-25-35B
 (SHEET 1 OF 2)

1015782--

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For filing with the Registrar)
of land titles pursuant to the)
Land Title Registration Act.)
Requested by Guam Power)
Authority. After filing,)
deliver copies to Guam)
Power Authority P.O.)
Box 2977 Hagatña,)
Guam 96932.)

| | |
|--|------------|
| GOVERNMENT OF GUAM - Department of Land Management Office of the Recorder | |
| File for Record is Instrument Number | 1015782 |
| On the Year 20 <u>24</u> Month <u>01</u> Day <u>16</u> Time <u>9:02am</u> | |
| Recording Fee | DE-OFFICIO |
| Receipt No. | DE-OFFICIO |
| Deputy Recorder | <u>YD</u> |

(Space above this line for Recorder's use only.)

**GRANT OF RIGHT-OF-WAY
FOR THE ERECTION AND MAINTENANCE OF POWER
LINES, POLES, WIRES, CABLES AND
UNDERGROUND CONDUITS**

CHAMORRO LAND TRUST COMMISSION

whose address is Suite 222, 2nd Floor ITC Building, Tamuning, Guam 96931

hereinafter called the "Owner", hereby grants **GUAM POWER AUTHORITY**, hereinafter called the "Authority", its successors and assigns, the right to erect, construct, re-construct, replace, remove, maintain and use a line of poles, towers or underground conduits with such wires and cables, as the Authority shall from time to time suspend therefrom or run therethrough for power and communication purposes, and all necessary and proper foundation, down-guys, footings, cross arms and other appliances and fixtures for use in connection with said poles, wire and cables, together with a right-of-way, on, along and in all of the hereinafter described strip of those certain lands which are situated in the Municipality of Dededo, Guam, and more particularly described as follows:

A strip of land (as shown on Exhibit "A" attached hereto) extending partially across Lot No. 10171-53, Municipality of Dededo, Guam, as delineated in that certain sketch (or map) and marked Exhibit "A" attached hereto and is made a part hereof.

Owner further grants to the Authority, the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage, and

1015782

away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Authority may be a hazard to said poles, wires, cables, or conduits, by reason of the danger of falling thereon or interfering therewith, provided, however, that all trees which Authority is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Owner, but all tops, brush and refuse wood shall be removed by Authority.

Authority shall also have the right to mark the location of said strip by suitable markers set in the ground or on said poles, towers, wires or cables, but said markers set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use Owner shall make of said strip.

Authority shall repair any damage it shall do to Owner's private roads or lanes on said lands, and shall indemnify Owner against any loss and damage which shall be caused by the exercise of said ingress and egress, or by any wrongful or negligent act or omission of Authority or of its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Owner has executed these presents this 13th day of Jan., 2026.

OWNER:

CHAMORRO LAND TRUST COMMISSION

By: 
Earl J. Garrido, Acting Chairman
Chamorro Land Trust Commission

1015732

A C K N O W L E D G E M E N T

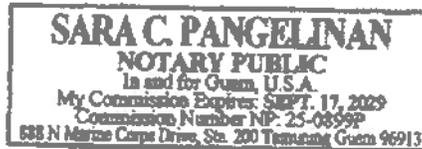
In and for Guam)
City of Tamuning)^{ss}

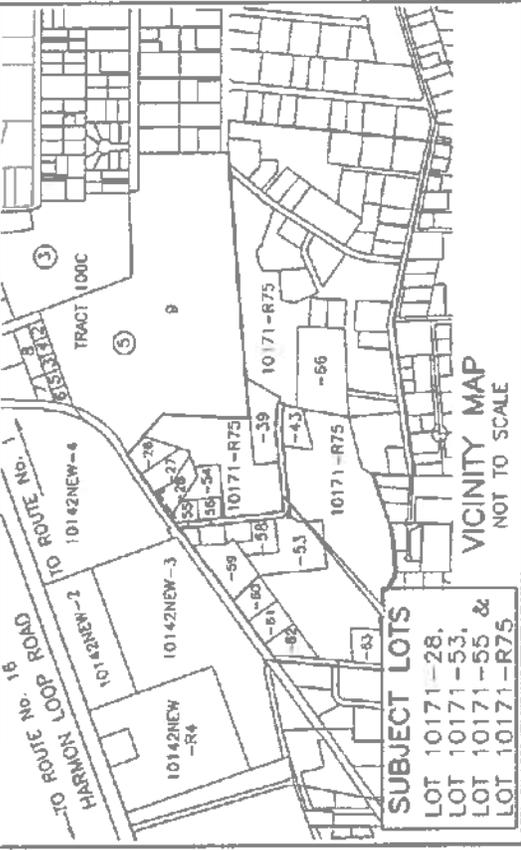
On this 13th day of Jan., 2026, before me, a Notary Public in and for Guam, personally appeared Earl J. Garrido, known to me to be the Acting Chairman, of the Chamorro Land Trust Commission whose name is subscribed to the foregoing Grant of Right of Way for the erection and maintenance of Power Lines, Poles, Wires, Cables and Underground Conduits and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day, month and year first above written.



Sara C. Pangelinan
Notary Public





NOTES:

1. SURVEY WAS BASED FROM FOUND PROPERTY CORNERS AS SHOWN
2. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN METERS.
3. BEARINGS AND DISTANCES ARE 1993 GRID VALUES

REFERENCES:

1. DWG No. 2213-11-14, AGRICULTURAL SUBDIVISION MASTER PLAN OF LOT 10171, PREPARED BY DEPARTMENT OF LAND MANAGEMENT, Doc. No. 880810.
2. DWG No. DAI-S-02-141, PARCELING SURVEY MAP OF LOT 10171-R25, PREPARED BY PLS No. 65 FOR CHAMORRO LAND TRUST COMMISSION.

GPA UTILITY EASEMENTS WITHIN

LOTS 10171-28, 10171-53, 10171-55 & 10171-R75

L.S. 14

MUNICIPALITY OF DEDEDO

SEC. 1

CERTIFICATE OF SURVEYOR:

I, CHRISTOPHER E. HILL, HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; BASED ON A FIELD SURVEY DONE BY GPA/DCA FIELD CREW ON SEPTEMBER 2025.

Chc vl
 CHRISTOPHER E. HILL
 P.L.S. NO. 87

01/15/26
 DATE



ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL SERVICES
 GUAM PLANNING & ENVIRONMENTAL SERVICES
 P.O. Box 8910, Lamlam, Guam 96931 238 P. Marone Corps Drive, Suite 201 Diamond Plaza
 Hagatña, GU 96910-5193, Tel: (671) 477-7991, Fax: (671) 479-6115 FAX AN C alka Hove PPP
 Since 1964, Sarapan, MP 96930, (Lado Pato Amold, Ltd.) Building North Campion, Sarapan 96950
 Tel: (670) 244-9117 Fax: (670) 234-3842

1015783

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For filing with the Registrar)
of land titles pursuant to the)
Land Title Registration Act.)
Requested by Guam Power)
Authority. After filing,)
deliver copies to Guam)
Power Authority P.O.)
Box 2977 Hagatña,)
Guam 96932.)

| | |
|--|---|
| GOVERNMENT OF GUAM - Department of Land Management | |
| Office of the Recorder | |
| 1015783 | |
| File for Record is Instrument Number _____ | |
| On the Year 20 <u>24</u> | Month <u>01</u> Day <u>16</u> Time <u>9:04 am</u> |
| Recording Fee <u>DE-OFFICIO</u> | Receipt No. <u>DE-OFFICIO</u> |
| Deputy Recorder _____ | <i>[Signature]</i> |

(Space above this line for Recorder's use only.)

**GRANT OF RIGHT-OF-WAY
FOR THE ERECTION AND MAINTENANCE OF POWER
LINES, POLES, WIRES, CABLES AND
UNDERGROUND CONDUITS**

CHAMORRO LAND TRUST COMMISSION

whose address is Suite 222, 2nd Floor ITC Building, Tamuning, Guam 96931

hereinafter called the "Owner", hereby grants GUAM POWER AUTHORITY, hereinafter called the "Authority", its successors and assigns, the right to erect, construct, re-construct, replace, remove, maintain and use a line of poles, towers or underground conduits with such wires and cables, as the Authority shall from time to time suspend therefrom or run therethrough for power and communication purposes, and all necessary and proper foundation, down-guys, footings, cross arms and other appliances and fixtures for use in connection with said poles, wire and cables, together with a right-of-way, on, along and in all of the hereinafter described strip of those certain lands which are situated in the Municipality of Dededo, Guam, and more particularly described as follows:

A strip of land (as shown on Exhibit "A" attached hereto) extending partially across Lot No. 10171-55, Municipality of Dededo, Guam, as delineated in that certain sketch (or map) and marked Exhibit "A" attached hereto and is made a part hereof.

Owner further grants to the Authority, the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage, and

away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Authority may be a hazard to said poles, wires, cables, or conduits, by reason of the danger of falling thereon or interfering therewith, provided, however, that all trees which Authority is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Owner, but all tops, brush and refuse wood shall be removed by Authority.

Authority shall also have the right to mark the location of said strip by suitable markers set in the ground or on said poles, towers, wires or cables, but said markers set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use Owner shall make of said strip.

Authority shall repair any damage it shall do to Owner's private roads or lanes on said lands, and shall indemnify Owner against any loss and damage which shall be caused by the exercise of said ingress and egress, or by any wrongful or negligent act or omission of Authority or of its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Owner has executed these presents this 13th day of Jan., 2026.

OWNER:

CHAMORRO LAND TRUST COMMISSION

By: 
Earl J. Garrido, Acting Chairman
Chamorro Land Trust Commission

A C K N O W L E D G E M E N T

In and for Guam)
City of Tamuning)^{ss}

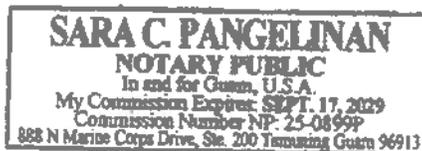
On this 13th day of Jan., 2026, before me, a Notary Public in

and for Guam, personally appeared Earl J. Garrido, known to me to be the Acting Chairman, of the Chamorro Land Trust Commission whose name is subscribed to the foregoing Grant of Right of Way for the erection and maintenance of Power Lines, Poles, Wires, Cables and Underground Conduits and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day, month and year first above written.

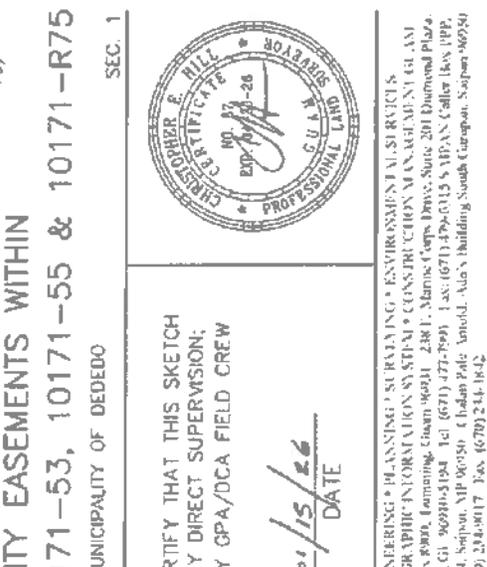
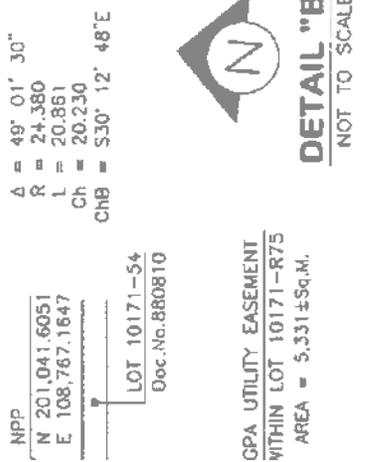
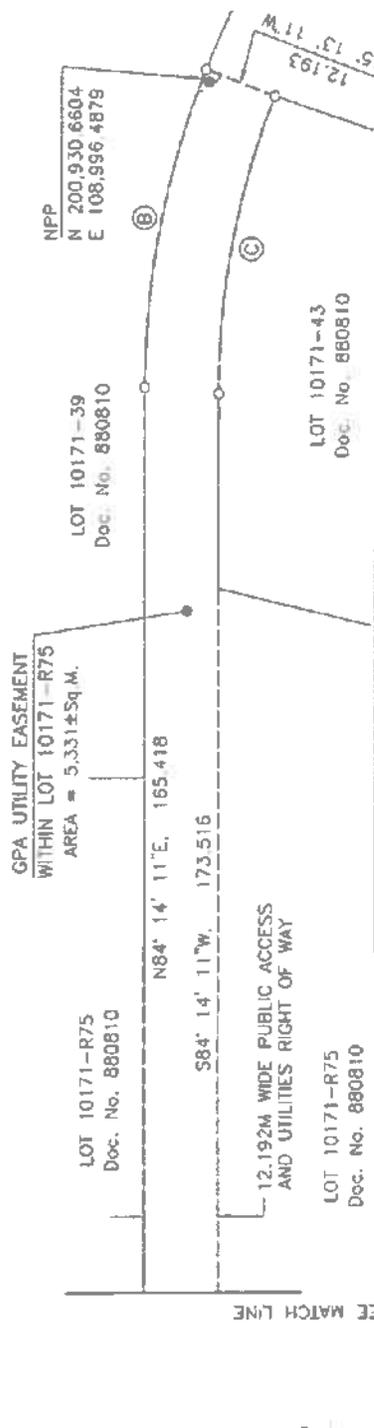
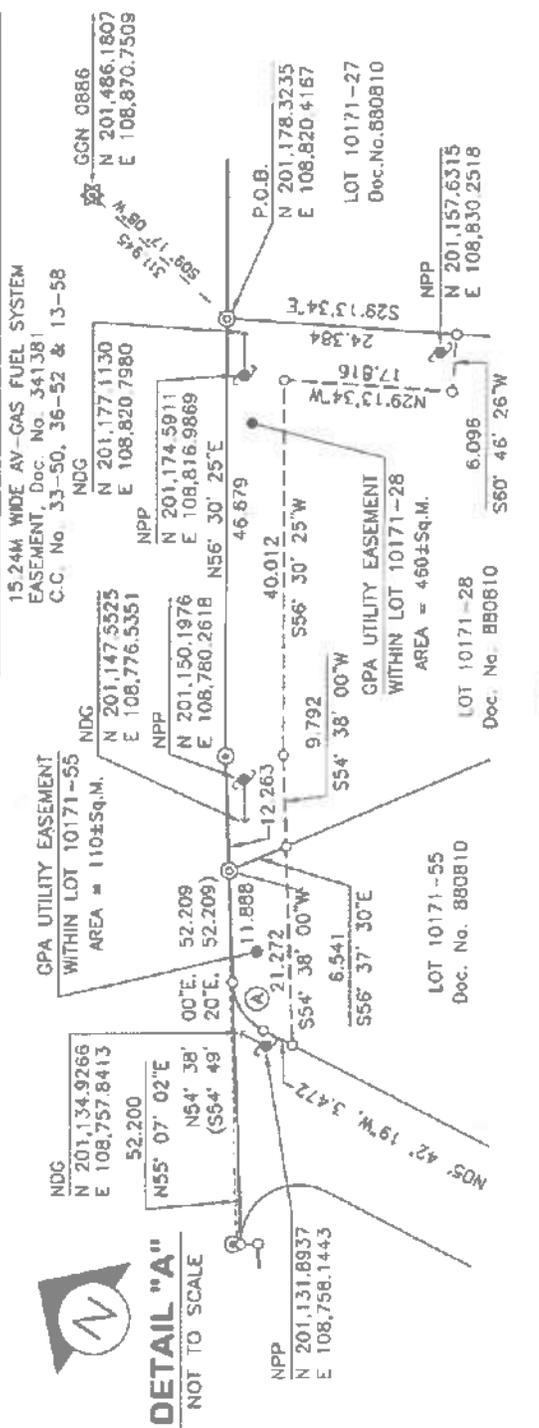
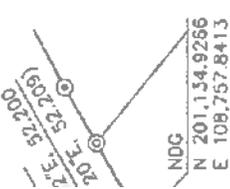


Sara C. Pangelinan
Notary Public



CURVE DATA :

- (A) $\Delta = 60' 18" 31"$
 $R = 6.096$
 $L = 6.417$
 $Ch = 6.124$
 $ChB = N24' 26" 57"E$
- (B) $\Delta = 21' 27" 45"$
 $R = 143.501$
 $L = 53.754$
 $Ch = 53.440$
 $ChB = S85' 01" 57"E$
- (C) $\Delta = 21' 58" 09"$
 $R = 131.432$
 $L = 50.395$
 $Ch = 50.087$
 $ChB = N65' 14" 46"W$
- (D) $\Delta = 49' 01" 30"$
 $R = 24.380$
 $L = 20.861$
 $Ch = 20.230$
 $ChB = S30' 12" 48"E$



GPA UTILITY EASEMENTS WITHIN LOTS 10171-28, 10171-53, 10171-55 & 10171-75

L.S. 14 MUNICIPALITY OF DEDEDO SEC. 1

CERTIFICATE OF SURVEYOR:
 I, CHRISTOPHER E. HILL, HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; BASED ON A FIELD SURVEY DONE BY GPA/DCA FIELD CREW ON SEPTEMBER 2025.

Christopher E. Hill
 CHRISTOPHER E. HILL
 P.L.S. NO. 87

DATE: 01/15/26



DUBRAS ENGINEERING
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL SERVICES
 • GEODATA/INFORMATION SYSTEMS • CONSTRUCTION MANAGEMENT (L1/L2/L3)
 7441 Bay View, Temming, Guam 96941 2881, Marine Corps Drive, Suite 201 Dededo Plaza
 Hagatña, GI 96901-3194 Tel: (671) 477-1991 Fax: (671) 479-0115 510 P.O. Box 1999
 Santa Yola, San Juan, PR 00950 E. Bahá Pde. Vieques, P.R. 00983
 Tel: (679) 230-0017 Fax: (679) 234-1842



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For filing with the Registrar)
of land titles pursuant to the)
Land Title Registration Act.)
Requested by Guam Power)
Authority. After filing,)
deliver copies to Guam)
Power Authority P.O.)
Box 2977 Hagatña,)
Guam 96932.)

| | |
|--|---|
| GOVERNMENT OF GUAM - Department of Land Management Office of the Recorder | |
| File for Record is Instrument Number | 1015784 |
| On the Year 20 <u>26</u> Month <u>01</u> Day <u>16</u> Time <u>9:06am</u> | |
| Recording Fee <u>DE-OFFICIO</u> | Receipt No. <u>DE-OFFICIO</u> |
| Deputy Recorder |  |

(Space above this line for Recorder's use only.)

**GRANT OF RIGHT-OF-WAY
FOR THE ERECTION AND MAINTENANCE OF POWER
LINES, POLES, WIRES, CABLES AND
UNDERGROUND CONDUIT**

CHAMORRO LAND TRUST COMMISSION

whose address is Suite 222, 2nd Floor ITC Building, Tamuning, Guam 96931

hereinafter called the "Owner", hereby grants **GUAM POWER AUTHORITY**, hereinafter called the "Authority", its successors and assigns, the right to erect, construct, re-construct, replace, remove, maintain and use a line of poles, towers or underground conduits with such wires and cables, as the Authority shall from time to time suspend therefrom or run therethrough for power and communication purposes, and all necessary and proper foundation, down-guys, footings, cross arms and other appliances and fixtures for use in connection with said poles, wire and cables, together with a right-of-way, on, along and in all of the hereinafter described strip of those certain lands which are situated in the Municipality of Dededo, Guam, and more particularly described as follows:

A strip of land (as shown on Exhibit "A" attached hereto) extending partially across Lot No. 10171-R75, Municipality of Dededo, Guam, as delineated in that certain sketch (or map) and marked Exhibit "A" attached hereto and is made a part hereof.

Owner further grants to the Authority, the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage, and

away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Authority may be a hazard to said poles, wires, cables, or conduits, by reason of the danger of falling thereon or interfering therewith, provided, however, that all trees which Authority is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Owner, but all tops, brush and refuse wood shall be removed by Authority.

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The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Owner has executed these presents this 13th day of January, ~~2025~~ 2026.
No

OWNER:

CHAMORRO LAND TRUST COMMISSION

By: 
Earl J. Garrido, Acting Chairman
Chamorro Land Trust Commission

ACKNOWLEDGEMENT

In and for Guam)
City of Tamuning) ss
)

On this 13th day of Jan., 2021, before me, a Notary Public in

and for Guam, personally appeared Earl J. Garrido, known to me to be the Acting Chairman, of the Chamorro Land Trust Commission whose name is subscribed to the foregoing Grant of Right of Way for the erection and maintenance of Power Lines, Poles, Wires, Cables and Underground Conduits and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day, month and year first above written.

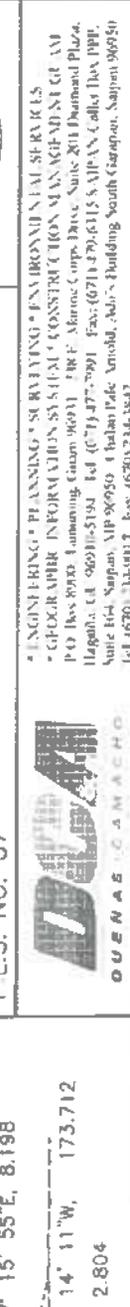
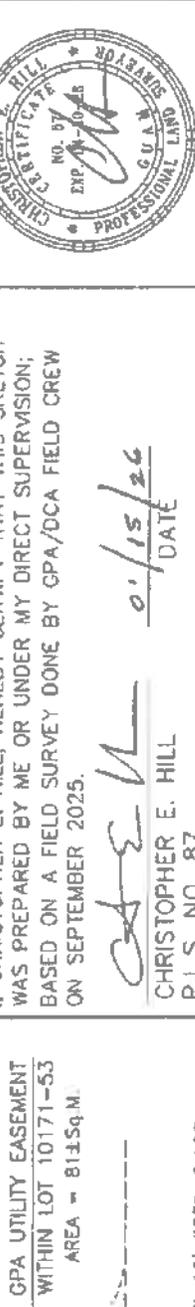
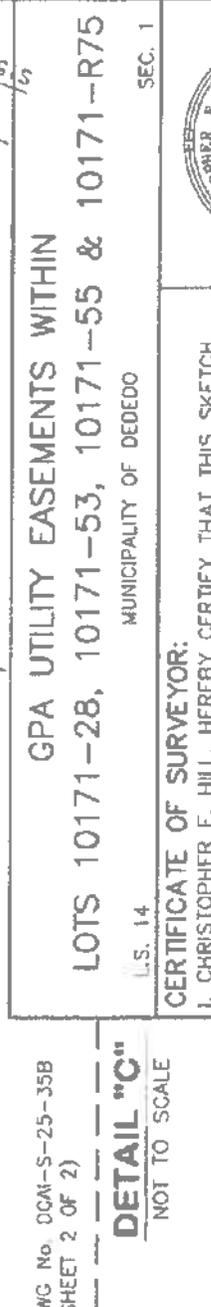
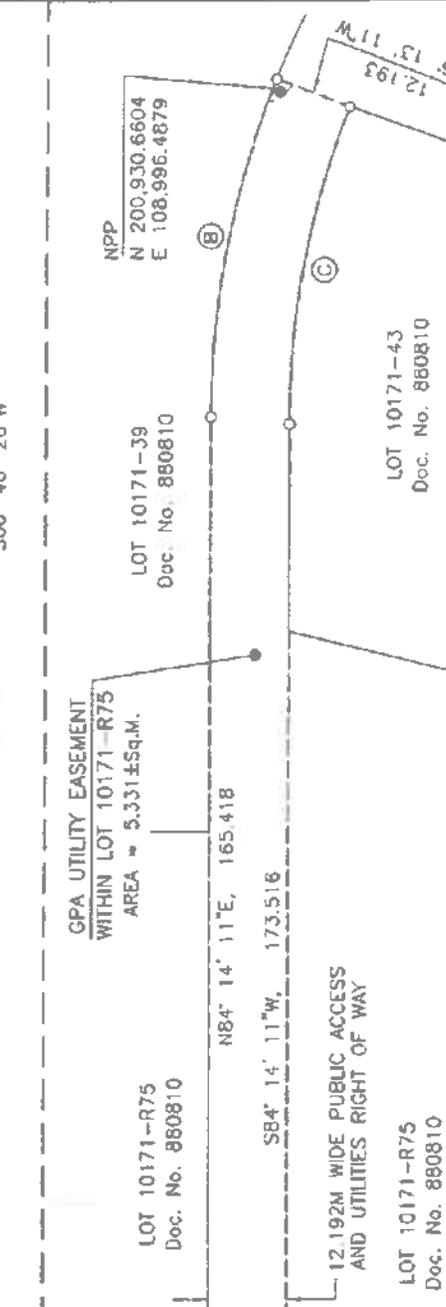
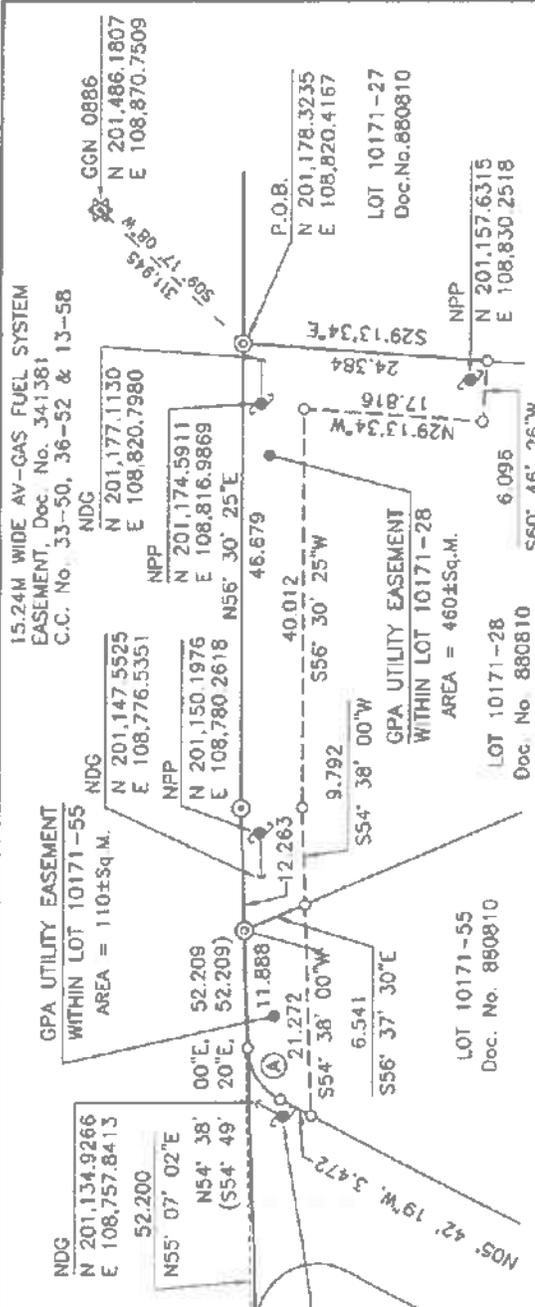
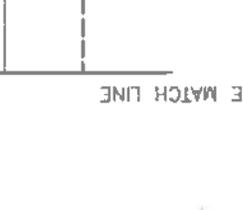
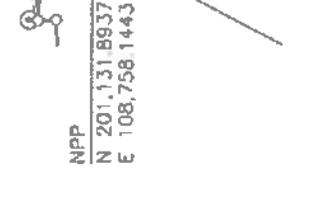


Sara C. Pangelinan
Notary Public



CURVE DATA :

- (A)
 - $\Delta = 60' 18' 31''$
 - $R = 6.096$
 - $L = 6.417$
 - $Ch = 6.124$
 - $ChB = N24' 26' 57''E$
- (B)
 - $\Delta = 21' 27' 45''$
 - $R = 143.501$
 - $L = 53.754$
 - $Ch = 53.440$
 - $ChB = S85' 01' 57''E$
- (C)
 - $\Delta = 21' 58' 09''$
 - $R = 131.432$
 - $L = 50.385$
 - $Ch = 50.087$
 - $ChB = N65' 14' 46''W$
- (D)
 - $\Delta = 49' 01' 30''$
 - $R = 24.380$
 - $L = 20.861$
 - $Ch = 20.230$
 - $ChB = S30' 12' 48''E$



15.24M WIDE AV-GAS FUEL SYSTEM EASEMENT, Doc. No. 341381 C.C. No. 33-50, 36-52 & 13-58

NDG N 201,134.9266 E 108,757.8413 52.200 N55' 07' 02''E N54' 38' (S54' 49') 21.272 S54' 36' 00''W 11.888 52.209 00'E, 20'E, 52.209 12.263 9.792 S54' 38' 00''W 46.679 40.012 S56' 30' 25''W 17.816 24.384 S29'13'34''E 6.096 560' 46' 26''W

GPA UTILITY EASEMENT WITHIN LOT 10171-55 AREA = 110±Sq.M.

NDG N 201,147.5525 E 108,776.5351 52.200 N54' 38' (S54' 49') 21.272 S54' 36' 00''W 11.888 52.209 00'E, 20'E, 52.209 12.263 9.792 S54' 38' 00''W 46.679 40.012 S56' 30' 25''W 17.816 24.384 S29'13'34''E 6.096 560' 46' 26''W

GPA UTILITY EASEMENT WITHIN LOT 10171-55 AREA = 460±Sq.M.

NPP N 201,174.5911 E 108,816.9869 N56' 30' 25''E 46.679 40.012 S56' 30' 25''W 17.816 24.384 S29'13'34''E 6.096 560' 46' 26''W

P.O.B. N 201,178.3235 E 108,820.4167

LOT 10171-27 Doc.No.880810

NPP N 201,157.6315 E 108,830.2518

LOT 10171-28 Doc. No. 880810

LOT 10171-55 Doc. No. 880810

LOT 10171-75 Doc. No. 880810

LOT 10171-53 Doc. No. 880810

LOT 10171-51 Doc. No. 880810

LOT 10171-49 Doc. No. 880810

LOT 10171-47 Doc. No. 880810

LOT 10171-45 Doc. No. 880810

LOT 10171-43 Doc. No. 880810

LOT 10171-41 Doc. No. 880810

LOT 10171-39 Doc. No. 880810

LOT 10171-37 Doc. No. 880810

LOT 10171-35 Doc. No. 880810

LOT 10171-33 Doc. No. 880810

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LOT 10171-11 Doc. No. 880810

LOT 10171-9 Doc. No. 880810

LOT 10171-7 Doc. No. 880810

LOT 10171-5 Doc. No. 880810

LOT 10171-3 Doc. No. 880810

LOT 10171-1 Doc. No. 880810

GPA UTILITY EASEMENT WITHIN LOT 10171-75 AREA = 5.331±Sq.M.

NPP N 200,930.6604 E 108,996.4879

LOT 10171-39 Doc. No. 880810

LOT 10171-43 Doc. No. 880810

LOT 10171-45 Doc. No. 880810

LOT 10171-47 Doc. No. 880810

LOT 10171-49 Doc. No. 880810

LOT 10171-51 Doc. No. 880810

LOT 10171-53 Doc. No. 880810

LOT 10171-55 Doc. No. 880810

LOT 10171-57 Doc. No. 880810

LOT 10171-59 Doc. No. 880810

LOT 10171-61 Doc. No. 880810

LOT 10171-63 Doc. No. 880810

LOT 10171-65 Doc. No. 880810

LOT 10171-67 Doc. No. 880810

LOT 10171-69 Doc. No. 880810

LOT 10171-71 Doc. No. 880810

LOT 10171-73 Doc. No. 880810

LOT 10171-75 Doc. No. 880810

12.192M WIDE PUBLIC ACCESS AND UTILITIES RIGHT OF WAY

LOT 10171-75 Doc. No. 00A1-S-25-35B (SHEET 2 OF 2)

LOT 10171-75 Doc. No. 880810

LOT 10171-73 Doc. No. 880810

LOT 10171-71 Doc. No. 880810

LOT 10171-69 Doc. No. 880810

LOT 10171-67 Doc. No. 880810

LOT 10171-65 Doc. No. 880810

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LOT 10171-7 Doc. No. 880810

LOT 10171-5 Doc. No. 880810

LOT 10171-3 Doc. No. 880810

LOT 10171-1 Doc. No. 880810

GPA UTILITY EASEMENT WITHIN LOT 10171-75 AREA = 81±Sq.M.

LOT 10171-53 Doc. No. 880810

LOT 10171-51 Doc. No. 880810

LOT 10171-49 Doc. No. 880810

LOT 10171-47 Doc. No. 880810

LOT 10171-45 Doc. No. 880810

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LOT 10171-9 Doc. No. 880810

LOT 10171-7 Doc. No. 880810

LOT 10171-5 Doc. No. 880810

LOT 10171-3 Doc. No. 880810

LOT 10171-1 Doc. No. 880810

GPA UTILITY EASEMENT WITHIN LOT 10171-53 AREA = 81±Sq.M.

LOT 10171-53 Doc. No. 880810

LOT 10171-51 Doc. No. 880810

LOT 10171-49 Doc. No. 880810

LOT 10171-47 Doc. No. 880810

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LOT 10171-25 Doc. No. 880810

LOT 10171-23 Doc. No. 880810

LOT 10171-21 Doc. No. 880810

LOT 10171-19 Doc. No. 880810

LOT 10171-17 Doc. No. 880810

LOT 10171-15 Doc. No. 880810

LOT 10171-13 Doc. No. 880810

LOT 10171-11 Doc. No. 880810

LOT 10171-9 Doc. No. 880810

LOT 10171-7 Doc. No. 880810

LOT 10171-5 Doc. No. 880810

LOT 10171-3 Doc. No. 880810

LOT 10171-1 Doc. No. 880810

GPA UTILITY EASEMENT WITHIN LOT 10171-51 AREA = 81±Sq.M.

LOT 10171-51 Doc. No. 880810

LOT 10171-49 Doc. No. 880810

LOT 10171-47 Doc. No. 880810

LOT 10171-45 Doc. No. 880810

LOT 10171-43 Doc. No. 880810

LOT 10171-41 Doc. No. 880810

LOT 10171-39 Doc. No. 880810

LOT 10171-37 Doc. No. 880810

LOT 10171-35 Doc. No. 880810

LOT 10171-33 Doc. No. 880810

LOT 10171-31 Doc. No. 880810

LOT 10171-29 Doc. No. 880810

LOT 10171-27 Doc. No. 880810

LOT 10171-25 Doc. No. 880810

LOT 10171-23 Doc. No. 880810

LOT 10171-21 Doc. No. 880810

LOT 10171-19 Doc. No. 880810

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LOT 10171-5 Doc. No. 880810

LOT 10171-3 Doc. No. 880810

LOT 10171-1 Doc. No. 880810

GPA UTILITY EASEMENTS WITHIN LOTS 10171-28, 10171-53, 10171-55 & 10171-75

L.S. 14 MUNICIPALITY OF DEDEDO SEC. 1

CERTIFICATE OF SURVEYOR:
I, CHRISTOPHER E. HILL, HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, BASED ON A FIELD SURVEY DONE BY GPA/DCA FIELD CREW ON SEPTEMBER 2025.

Christopher E. Hill
CHRISTOPHER E. HILL
P.L.S. NO. 87
DATE 01/15/26



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Suite

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B
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EXHIBIT E

SAMPLE EASEMENT AGREEMENT FOR ELECTRIC UTILITY PURPOSES

THIS EASEMENT AGREEMENT FOR GPA ELECRCIC UTILITY PURPOSES (“Agreement”) is made and entered into this _____ day of _____ 20____, by and between the **Chamorro Land Trust Commission (CLTC)** (hereinafter referred to as “GRANTOR”) and the **Guam Power Authority (GPA)** (hereinafter “GRANTEE”). Grantor and Grantee may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Grantee is an autonomous agency of the Government of Guam that operates the island wide power system for the benefit of the residents of Guam, including Grantor; and

WHEREAS, Grantor is the owner of real property Lot 10122-12-R9 legally described on Exhibit “A” (hereinafter referred to as the “GICC PROPERTY”) and which is attached hereto and fully incorporated herein by this reference; and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor, an easement over, under and across the GICC Property for the benefit of the Solar System Interconnection, to be used for all Island Wide Power System purposes; and

WHEREAS, these recitals are a material part of this Agreement,

NOW, THEREFORE, in consideration of the promises and conditions herein, the Parties hereby covenant and agree as follows:

1. Grant of Easement.

The GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to the GRANTEE, an easement for the benefit of the Solar System Interconnection to the Island Wide Power System (hereinafter “EASEMENT”), over the following described real property:

//////////INSERT Legal description and Survey Sketch of Easement HERE//////////

2. Purpose.

To provide the Grantee with a perpetual and unlimited right to access and use the Easement for all ISLANDWIDE POWER SYSTEM purposes.

3. Rights Reserved by Grantor.

4. Scope of Easement/Obligations Run with the Land.

The Easement shall be perpetual in duration, shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the Parties and shall in all respects attach to the individual properties legally described in this Agreement.

5. Severability.

Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

6. Not a Public Dedication.

Nothing contained in this Agreement grants a dedication of any portion of real property to the general public or for any public use, except as may be specifically provided herein. No other right, privilege, or immunity of any Party shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement, except as may be specifically provided herein.

7. Indemnification.

To the extent permissible by law, Grantee shall indemnify, defend and hold Grantor, its employees, officers, guests, invitees, partners, or licensees harmless for any injuries, damage to, or claims against Grantor or its employees, officers, guests, invitees, partners, or licensees or the Easement property or structures thereon, arising in relation to Grantee's negligent acts or omissions relating to the design and location of any portion or infrastructure of the GPA Power Substation and its appurtenances, Grantee's activities within the Easement, and to any construction defects for facilities constructed by GPA after the date of this Agreement and located within the Easement, including but not limited to, claims made by any third party or any Party herein, and their employees, officers, and agents, except that Grantee's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of the Grantor and its agents, employees, contractors, or subcontractors.

8. Amendment or Termination.

This Easement may be amended or terminated only by mutual written agreement of the Parties.

IN WITNESS WHEREOF, Grantor and Grantee have signed and sealed these presents the day and year first above written.

GRANTOR:

GRANTEE:

Chamorro Land Trust Commission

Guam Power Authority

By:

Its Administrative Director

John M. Benavente, P.E.

Its General Manager

A C K N O W L E D G E M E N T

In and for Guam,)
)ss
City of Hagatna)

On this _____ day of _____, 2026, before me, a Notary Public in and for Guam, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing EASEMENT and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day, month and year first above written.

Notary Public

) SEAL (

A C K N O W L E D G E M E N T

In and for Guam,)
)ss
City of Hagatna)

On this _____ day of _____, 2026, before me, a Notary Public in and for Guam, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing EASEMENT and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day, month and year first above written.

Notary Public

) SEAL (



GICC SOLAR PROJECT SITE

Perpetual Utility Easement for
GPA Substation

GICC LAND AREA

| Land Use | Map Ref | Lot No. | SQM | Acres |
|---|---------|--------------------|---------|--------|
| Total Area of GICC | | | | |
| | | Lot No. 10122-12 | 829,124 | 204.79 |
| | | | 18,529 | 4.89 |
| Deep Well Site D-9 | A | Lot No. 10122-12-1 | 3,504 | 0.87 |
| Deep Well Site D-11 | B | Lot No. 10122-12-2 | 2,633 | 0.65 |
| Deep Well Site D-6 | C | Lot No. 10122-12-3 | 1,600 | 0.40 |
| Deep Well Site D-3 | D | Lot No. 10122-12-4 | 1,500 | 0.37 |
| Deep Well Site D-EX5 | E | Lot No. 10122-12-5 | 1,500 | 0.37 |
| Deep Well Site D-4 | F | Lot No. 10122-12-6 | 1,600 | 0.40 |
| Deep Well Site D-1 & D-2 | G | Lot No. 10122-12-7 | 2,567 | 0.63 |
| Deep Well Site D-5 | H | Lot No. 10122-12-8 | 1,600 | 0.40 |
| Water Storage Reservoir Site | I | Lot No. 10122-12-9 | 2,025 | 0.50 |
| sement | | | | |
| | | | 51,084 | 12.82 |
| ity Easement (Power and Water) - In Use | J | | 23,401 | 5.78 |
| asement (Power and Water) - Not In Use | K | | 22,784 | 5.63 |
| Utility Easement (Sewer) - In Use | L | | 2,146 | 0.53 |
| Utility Easement (Sewer) - Not In Use | M | | 2,753 | 0.68 |
| Land Area for the Solar project | | | | |
| | | | 759,511 | 187.58 |

Hole location and Easement



1. Letter J: The Utility Easement currently used by GPA & GWA is the red line - 50' RW or 15.24 m which has a distance of around 1.35 km.

2. Letter K: The gray line (Abandoned and to be removed easement) - 50' RW or 15.24 m and its distance from end to end of GRCC is 1.495 km, which equates to the total area of 22,784 sq.m

Existing Utility Disturbances



- - Drainage water sampling
- W - Water well
- P - Pump house
- PBE - Panel board
- - Sewer line
- W - Sewer manhole
- P - Deep well Y-12
- - Drainage discharge pipe
- - Satelite controller
- - Monitoring well
- - Power pole(13.8kv)
- - Overhead power line
- - - - Underground power line
- - m(24v)/power(115v) cable

Power line

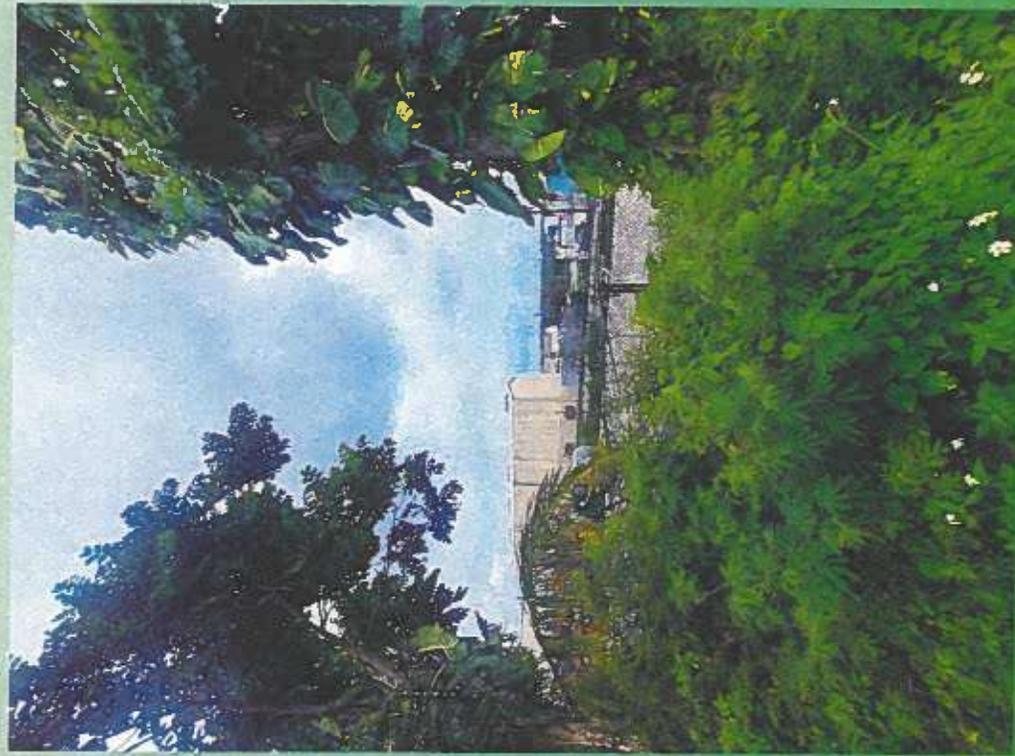


Substation (5 kv)

- - Drainage water sampling
- - Sewer line
- - Water well
- - Power pole(13.8kv)
- - Overflow discharge pipe
- - Sewer manhole
- - Pump house
- - Overhead power line
- - Irrigation pipe and som(24v)/power(115v) cable
- - Satellite controller
- - Deep well Y-12
- - Panel board
- - Underground power line
- - Monitoring well

RECONNECT TO DEDEDO SUBSTATION

CC Side: Fence Between Dededo Substation and GICC



RECONNECT TO DEDEDO SUBSTATION

- Point of Interconnection from Sunenergy 1 and Sunenergy 2 projects (**X223 Breaker**)
- Based on the System Impact Study Report dated at 11/13/24, the Point of interconnection (PSLF Bus Number) is **Bus #2203** for the two projects.
- Switchgear is currently vacant.

34.5 kV
approximately



CLTC-GIICC Original Lease

LEASE AGREEMENT

This 1st day of April, 2014,
BY AND BETWEEN THE PUBLIC UTILITIES TRUST COMMISSION, Government of Guam,
TENANT, GUAM INTERNATIONAL COUNTRY
RESIDENT(S) of the United States, licensed to do
business at 495 Batulo Street, Dededo, GU 96929.

WITNESSETH:

That in and to the effect of Public Law 22-76, the LESSOR has jurisdiction over the above described real property, described below:

an area of 829,124± square meters (approximately 204± acres) (see map attached hereto and to be used for the purpose of the lease) (to use), Mogfog, Municipality of Mogfog, P.O. Box No. 88195 (L.M.184FY88), Water Department, is available on the property or within 100 meters of the property.

The LESSOR agrees to enter the LESSEE'S leased property for the purpose of installing public utilities.

The LESSOR agrees to comply with any condition reasonably imposed by the Environmental Protection Agency or Guam Power Corporation.

The LESSOR agrees to provide groundwater and the water lens located in the area of the property including but not limited to the following:

1. To provide water necessary to protect wellheads on the property and to provide security to the wells and providing security as necessary to the wells.

2. To take measures to assure safe use of power lines, water

3. To provide for public utility lines, whether above or below ground, and to provide for the landscaping or course, provided that the LESSOR shall avoid or minimize any damage to the landscaping or course. For repairs, LESSEE shall be given seven (7) days of such repair work.

- Per recorded lease 28,328 +/- sq meters for already reserved for GPA/GWA use.
- Per recorded map 69,613 +/- sq meters is actually reserved for utilities (additional easement of 41,285 +/- sq meters).
- Section 18 gives access, installation, & repair rights to government utilities.
- Section 18 CLTC could authorize to install infrastructure to include GPA substation, transmission line, grid connection if approval is still required.
- GPA/GWA already has an existing & recorded "Grant of Right of Way" & "Right of Entry Agreement" (Exhibit A & B)
- CLTC has recently executed similar GPA Utilities Easements documents for other CLTC properties. (Exhibit C through F)

CLTC RECORDED DOCUMENTS

Existing GICC & Other CLTC Property

| Instrument No. | Agency | Lot No | Type | Purpose |
|----------------|--------|---|--------------------------|---|
| 485312 | GPA | 10122-12, Dededo 10x90 foot strip of land | Grant of Right of Way | Erection & maintenance of power line, poles, wires, cables & underground conduits |
| 992216 | GWA | 10122-12-R9, Dededo 16 +/- Sq Feet (4x4 pad) | Right of Entry Agreement | Inspect, measure, sample, repair and maintain monitoring well (GHURA-Dededo) |
| 1015781 | GPA | 10171-28, Dededo | Grant of Right of Way | Erection & maintenance of power line, poles, wires, cables & underground conduits |
| 1015782 | GPA | 10171-53, Dededo | Grant of Right of Way | Erection & maintenance of power line, poles, wires, cables & underground conduits |
| 1015783 | GPA | 10171-55, Dededo | Grant of Right of Way | Erection & maintenance of power line, poles, wires, cables & underground conduits |
| 1015784 | GPA | 10171-R75, Dededo | Grant of Right of Way | Erection & maintenance of power line, poles, wires, cables & underground conduits |

Existing GICC-GWA Right of Entry Agreement

2216

982216

Page 4 of 4
 Right of Entry Agreement
 Agreement # 98-10228-2-09 City of Tempe, Arizona

ACKNOWLEDGEMENT

To and for Owner: _____
 City of Tempe, Arizona

On this 10th day of October, 2002, before me, a Notary Public in and for the County of Maricopa, Arizona, the undersigned, a Notary Public, did personally know and certify that the above named parties executed the foregoing Right of Entry Agreement and acknowledged to me that they executed the same.

I, WILLIAM W. WARENEK, Notary Public, do hereby certify that the foregoing Right of Entry Agreement was duly executed and acknowledged to me by the above named parties.

To and for Owner: _____
 City of Tempe, Arizona

ACKNOWLEDGEMENT

To and for Owner: _____
 City of Tempe, Arizona

On this 10th day of October, 2002, before me, a Notary Public in and for the County of Maricopa, Arizona, the undersigned, a Notary Public, did personally know and certify that the above named parties executed the foregoing Right of Entry Agreement and acknowledged to me that they executed the same.

I, WILLIAM W. WARENEK, Notary Public, do hereby certify that the foregoing Right of Entry Agreement was duly executed and acknowledged to me by the above named parties.

To and for Owner: _____
 City of Tempe, Arizona

