

# CLTC Board Meeting July 17, 2025



Lourdes A. Leon Guerrero Governor

> Joshua F. Tenorio Lieutenant Governor

**Commission Members** 

Arlene P. Bordallo Chairperson

Earl J. Garrido Commissioner

Joseph F. Artero-Cameron Commissioner

Fabrienne Cruz Respicio Commissioner

> Jeremy J. Rojas Commissioner

Joseph B. Cruz Jr. Acting Administrative Director

P.O. Box 2950 Hagàtña, Guáhan 96932			- 300-3296 Fax: 671-300-3319	
BOARD OF COMMISSIONERS MEETING ATTENDANCE SHEET				
Date: <u>Thursday, July 17, 2025</u> Time: <u>1: 20 PM</u>		ournment:	G=43 PM	
Place of Meeting: CLTC Conference Room, 2 <sup>nd</sup> Floor, ITC Building				
NAME:	TITLE:		SIGNATURE:	
BOARD OF COMMISSIONERS:		Present Absent		
I. Arlene P. Bordallo 2. Earl J. Garrido	Chairperson Commissioner		Associalle	
3. Fabrienne C. Respicio	Commissioner	XQ	a	
4. Jeremy J. Rojas	Commissioner		()	
5. Joseph F. Artero-Cameron	Commissioner		via google met	
3. Joseph B. Cruz, Jr.	AAD		AN	
7. Attorney Norman Miller	OAG	AU	the -	
			CONTRACTOR OF THE OWNER	
CLTC STAFF (Print and Sign):				

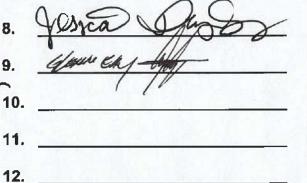
13.

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Kumision Inangokkon Tano' Chamoru

(CHamoru Land Trust Commission)

С 1. 2. 3. THOANA 4. MATA 5. ALGER J.S. CRISOSTIMO 6. 7.





Lourdes A. Leon Guerrero Governor

> Joshua F. Tenorio Lieutenant Governor

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Joseph F. Artero-Cameron Commissioner

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P.O. Box 2950 Hagåtña, Guðhan 96932

Phone: 671-300-3296 Fax: 671-300-3319

### BOARD OF COMMISSIONERS MEETING PUBLIC SIGN-IN SHEET

#### Date: Thursday, July 17, 2025

CLTC Conference Room, 2nd Floor, ITC Building, Tamuning

NAME (Please Print)	CONTACT NUMBER
VOAN PORGE	483-7029
CRM2, 3124 P.	277-2255
Carlos Camacho	647-2661
Yohei Koike	647-2661
Jany Tang	647-2661
Poren E. Boijn	7770611
Mark Aquiningo	480-5564
Mark Aquiningo RAY A. CMUZ	8986628



Lourdes A. Leon Guerrero Governor

> Joshua F. Tenorio Lieutenant Governor

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Artene P. Bordallo Chairperson

> Earl J. Garrido Commissioner

Joseph F. Artero-Cameron Commissioner

Fabrienne Cruz Respicio Commissioner

> Jeremy J. Rojas Commissioner

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P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 671-300-3296 Fax: 671-300-3319

### BOARD OF COMMISSIONERS MEETING VISITORS' SIGN-IN SHEET

#### Date: Thursday, July 17, 2025

CLTC Conference Room, 2<sup>nd</sup> Floor, ITC Building, Tamuning

NAME (Please Print)	CONTACT NUMBER
CRUZ Billy	7772455
Mark Aquiningoc	480-5564
BAVIA B. HERREA	788.9889
Doreen Boija	7770611
Carlos Camache	988-7850
Yohei Koike	11
Jerry Tang	£.
Jonon Benavente	448-0474
RAY A . Curz	8986623
John Doris TriAnte	667-356-2034
Awriting SANTOS	671 727-6668



Lourdes A. Leon Guerrero

Governor

Joshua F. Tenorio

Lieutenant Governor

**Commission Members** 

Arlene P. Bordallo

Chairperson

Earl J. Garrido

I.

Ш.

IV.

V.

# Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 671-300-3296 Fax: 671-300-3319

#### CHamoru Land Trust Commission Regular Board Meeting Thursday, July 17, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link : meet.google.com/rpb-penx-idi

#### AGENDA

- Call to Order Certification of Quorum Present
- **Certification** Public Notice Requirements
  - A. Guam Daily Post (July 10, 2025 and July 15, 2025)
  - B. Guam Public Notice Website (https://notices.guam.gov)
- III. Approval of Minutes: June 06,2025 (Special Meeting) June 19, 2025 (Regular Board Meeting)

#### Administrative Director's Report

#### **Old Business**

- A. Bill No. 7-38 (COR)
  - B. Bill No. 32-38 (COR)
  - C. Bill No. 41-38 (COR)
  - D. Bill No. 131.38 (COR)
  - E. Bill No. 135-38 (COR)
  - F. Public Law 37-146
  - G. Constituent Matters
    - 1. Billy Cruz
  - H. Commercial lease option to extend United States Postal Service 1. A portion of Lot 163, Hagat
    - 2. Tract 3621, Lot 18, Inalahan

#### VI. New Business

- A. Constituent Matters
  - 1. Roby Jean Quintanilla
  - 2. Richard Blas Santiago
  - 3. Antonio Aguon and Ana Ignacio Aguiningoc
  - 4. Arthur Paul Juanillo
  - 5. Jessica Cabrera Berisha
  - 6. Leah Rojas
- B. Survey completion without board ratification
- C. Lot 153-1, Yona Request to survey easement MEC, LLC
- D. Lot 7161-R1, Yigo Request to remove junk Shakira Francisco
- E. Designation of Public Information Officer

Public Comment(s) VII.

- VIII. Next Meeting Thursday, August 21, 2025 at 1:00 PM, CLTC Conference Room, Suite 223, 2<sup>nd</sup> Floor, ITC Building, Tamuning, Guam 96913
- IX. Adjournment

Commissioner Joseph F. Artero-Cameron

Commissioner

#### Fabrienne Cruz, Respicio Commissioner

Jeremy J. Rojas Commissioner

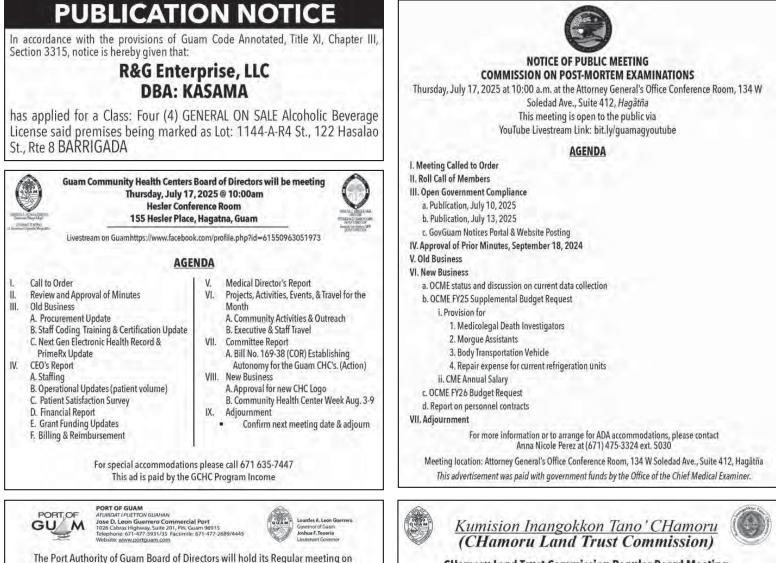
Joseph B. Cruz Jr. Acting Administrative Director



## **Certification—Public Notice Requirements**

#### **CLASSIFIEDS 29**

GUAM DAILY POST • THURSDAY, JULY 10, 2025



#### **CHamoru Land Trust Commission Regular Board Meeting** Thursday, July 17, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link : meet.google.com/rpb-penx-idi

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June 19, 2025 (Regular Board Meeting)

IV. Administrative Director's Report V. Old Business

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- D. Bill No. 131.38 (COR)
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- Richard Blas Santiago

- 6. Leah Rojas
- C. Lot 153-1, Yona Request to survey easement MEC, LLC

- VIII. Next Meeting Thursday, August 21, 2025 at 1:00 PM, CLTC Conference Room, Suite 223, 2nd Floor, ITC Building, Tamuning, Guam 96913

IX. Adjournment

In compliance with the Americans with Disabilities Act, individuals requiring special accommodations or services should contact Dexter Tan, (671) 300-3296 x204, email; dexter.tan@cltc.guam.go This ad is paid for by CLTC funds

the amount of One Million Dollars (\$1,000,000) to cover eligible project expenses for areas including H-Wharf, the old Hawaiian Rock site, the easement leading to Family Beach, and the Port marinas, including the installation of solar lighting where immediately required, 5. Adoption of Board Resolution No. 2025-24 relative to requesting the Honorable I Maga'håga Lou Leon Guerrero, Governor of Guam and the Bureau of Statistics and Plans to officially amend the title of the Port Authority of Guam Master Plan from "2023" to "2025," solely as a change to

VI. New Business

A. Constituent Matters

- 3. Antonio Aguon and Ana Ignacio Aquininoc
- 4. Arthur Paul Juanillo
- 5. Jessica Cabrera Berisha
- B. Survey completion without board ratification
- D. Lot 7161-R1, Yigo Request to remove junk Shakira Francisco

VII. Public Comment(s)

For any assistance/access or individuals with disabilities who may need special accommodations, please call 671-477-5931, ext. 201/202 or mduenas@portofguam.com.

Monday, July 14, 2025 at 3:00 p.m., Port Authority Board Conference Room,

1026 Cabras Highway, Piti, Guam, 96915.

Meeting can also be viewed at: http://www.portofguam.com/live or https://www.facebook.com/portauthorityofguam/.

Agenda: I. Call to Order; II. Approval of Minutes - June 5, 2025 Regular Board Meeting; III.

Public Comments; IV. General Managers Report; V. Old Business; VI. New Business: 1.

Presentation from Black Construction on Glass Breakwater Project, 2. Adoption of Board

Resolution No. 2025-21 relative to renaming the area currently referred to as the "old Hawaiian

Rock site" to "Black Construction Site" for operational clarity and ease of reference, and to

reflect the area's current use as an active staging zone for the Glass Breakwater Project being

leased by Black Construction Corporation, 3. Adoption of Board Resolution No. 2025-22 relative

to establishing the official policy of the Port Authority of Guam for tenant-funded infrastructure

improvement lease offsets pursuant to Public Law 38-26, and to authorize the General

Manager to administer approved offset packages in accordance with Board direction, 4.

Adoption of Board Resolution No. 2025-23 relative to authorizing an initial lease credit,

dollar-for-dollar offset, under Black Construction's lease tied to the Glass Breakwater project, in

the title, without altering the substance of the document as adopted in Resolution No.

2023-04, Relative to adopting the Port Authority of Guam Master Plan 2023 as the official

planning document for the Port Authority of Guam, and as amended by Resolution No.

2024-18, Relative to adopting zero-emission and zero-waste goals as part of the Port Authority

of Guam's sustainability component of the Port Master Plan 2023. The new title shall read:

"Port Authority of Guam Master Plan 2025.", 6. Adoption of Board Resolution No. 2025-25

relative to approving updated lease rates for Port Authority of Guam tenants based on certified

appraisals and statutory compliance with Public Law 30-19, and affirming that such

adjustments do not require review by the Public Utilities Commission, 7. Adoption of Board Resolution No. 2025-26 relative to recognizing and appreciating Oracle Advance Customer

Service for their five-year partnership with the Port Authority of Guam; VII. Adjournment.

## **PUBLICATION NOTICE**

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

#### SANTOS, CHRISTOPHER **DBA: ROCKLAND BAR & KARAOKE LOUNGE**

has applied for a Class: Four (4) on sale Beer / on sale Alcoholic Beverage License said premises being marked as Lot: 5114-#1-3-1NEW-R1 540 PALE SAN VITORES RD UNITS C109,110,111 Tamuning, Tuman, Harmon





#### **CHamoru Land Trust Commission Regular Board Meeting** Thursday, July 17, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link : meet.google.com/rpb-penx-idi

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#### IV. Administrative Director's Report

- V. Old Business
  - A. Bill No. 7-38 (COR)
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  - D. Bill No. 131.38 (COR)
  - E. Bill No. 135-38 (COR)
  - F. Public Law 37-146
  - G. Constituent Matters
  - 1. Billy Cruz
  - H. Commercial lease option to extend United States Postal Service 1. A portion of Lot 163. Hagat
  - 2. Tract 3621, Lot 18, Inalahan

#### VI. New Business A. Constituent Matters

- 1. Roby Jean Quintanilla
- 2. Richard Blas Santiago
- 3. Antonio Aguon and Ana Ignacio Aquiningoc
- 4. Arthur Paul Juanillo
- 5. Jessica Cabrera Berisha
- 6. Leah Rojas
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- D. Lot 7161-R1, Yigo Request to remove junk Shakira Francisco E. Designation of Public Information Officer
- VII. Public Comment(s)
- VIII. Next Meeting Thursday, August 21, 2025 at 1:00 PM, CLTC Conference Room, Suite 223, 2nd Floor, ITC Building, Tamuning, Guam 96913

#### IX. Adjournment

In compliance with American with Disabilities Act, individuals requiring special accommodations or services should contact (671)300-3296 or email <u>cltc.admin@cltc.guam.gov</u> This ad is paid for by CLTC funds

Need to get your message out there? Our sales team has new opportunities for you!

**DAILY POST** In print or online we have you covered at The Guam Daily Post! email at krista@postguam.com for inquiries.

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#### WILLIAM L. GAVRAS, ESQ.

A Protessional Corporation 101 Salisbury Street, Dededo, Guam 96929 Telephone: 632-4357 • Email: williamgavras@yahoo.com Attorney for the Petitioner GIL GERARD DE VEGA LEGASPI, As to the Estates of GERARDO P. LEGASPI, JR. and CRISTINA V. LEGASPI

IN THE SUPERIOR COURT OF GUAM

IN THE MATTER OF THE ESTATES OF GERARDO P. LEGASPI, JR. AND CRISTINA V. LEGASPI, Deceased.

PROBATE CASE NO. PRO058-24 NOTICE OF RENDERING ACCOUNTING FOR FINAL SETTLEMENT AND PETITION FOR FINAL DISTRIBUTION

NOTICE IS HEREBY GIVEN that GIL GERARD DE VEGA LEGASPI, Administrator of the Estates of GERARDO P. LEGASPI, JR. and CRISTINA V. LEGASPI, has rendered and presented his petition for a final settlement of the Estates, and filed in said court, his account of such administration, together with the Petition for Distribution of said Estates, and that the 23rd day of July, 2025 10:50 oclock a.m. of said day in the courtroom of the Honorable ELYZE M. IRIARTE, Judge, Superior Court of Guam, Hagatna, Guam, has been set for hearing of said Petition and all persons interested are hereby noticed to appear at the time and place set for said hearing and show cause if any they have why Petition should not be granted. Reference is hereby made to the said petition NOTICE IS HEREBY GIVEN that GIL GERARD DE

Reference is hereby made to the said petition for further particulars.

Date: JUN 02 2025

JANICE M. CAMACHO PEREZ, ESQ. Clerk of Court. Superior Court of Guam By: /s/ Edna M. Nego Deputy Clerk

To appear for the remote hearing, go to https://guamcourts.org.zoom.us Enter Meeting ID: 864 4387 2213 Enter Passcode: JEMI Or call at 300-6703 at designated hearing time.



delivered to your doorstep daily.



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Office of the Attorney General Douglas B. Moylan Attorney General of Guam Family Section, General Crimes Division 590 S. Marine Corps Drive, ITC Bldg., Ste. 706 Tamuning, Guam 96913 & USA (671) 475-3343 (fax) tamiludi gistiogenegatian on Comparison of the Comparison of the Comparison of the Comparison (671) 475-3343 (fax) tamiludi gistiogenegatian on tamiludi gistiogenegatian on Comparison of the Comparison of the Comparison of the Comparison December 2015 (factor of the Comparison of the Compariso n@oaqquam.org

Attorneys for the People of Guarr IN THE SUPERIOR COURT OF GUAM IN THE INTEREST OF : E.P. (DOB: 08/17/2012), M.P. (DOB: 12/05/2021), and L.P. (DOB: 07/08/2023),

Minors

JUVENILE CASE NO. JP0213-23

Summons

To: SOPHIA POCAIGUE, Mother #1301 Chalan Machanaonao Yigo, Guam

Tel: (671) 972-0407

You are hereby summoned to appear via Zoom, before the HONORABLE LINDA L. INGLES, at the Judiciary of Guam, Superior Court of Guam, for a court hearing on:

THURSDAY, AUGUST 7, 2025 AT 10:30 A.M. Zoom meeting ID: 716-711-9213 / Password: 76504 VOUR PARENTIAL AND CUSTODIAL DUTIES AND RIGHT CONCERING THE CHILD WHO IS THE SUBJECT OF THE ATTACHED PETITION MAY BE TERMINATED BY AWARD OF PERMANENT CUSTODY IF YOU FAIL TO APPEAR ON THE DATE SET FORTH IN THIS SUMMONS. YOU MAY BE HELD IN CONTEMPT IF YOU FAIL TO APPEAR ON THE DATE SET FORTH IN THIS SUMMONS.

Dated: JUNE 02, 2025.

CLERK, SUPERIOR COURT OF GUAM By: /s/ Alexis D. Tenorio Deputy Clerk

THOMPSON THOMPSON & ALCANTARA, P.C. 238 Archbishop Flores Street, Suite 801 Hagåtña, Guam 96910 Telephone: (671) 472-2089 Facsimile: (671) 477-5206 Email: JAIcantara@ttalaw.net Alt.Email: Intake@ttalaw.net Attorneys for Executrix Ana Mae A. Gatuz IN THE SUPERIOR COURT OF GUAM

> IN THE MATTER OF THE ESTATE OF CARINA SEVILLA ANALISTA, Deceased. PROBATE CASE NO. PR0075-25

**NOTICE TO CREDITORS** 

Notice is hereby given by the undersigned ANA MAE A. GATUZ, Executrix of the Estate of CARINA SEVILLA ANALISTA, deceased, to the creditors of, and all persons having claims against said estate or against said deceased, that within sixty (60) days after the first publication of this notice, they either file them with the necessary vouchers in the office of the Clerk of the Superior Court of Guam, Hagåtña, Guam or present them with the necessary vouchers to said Executrix, or her attorneys THOMPSON THOMPSON & ALCANTARA, P.C., 238 Archbishop Flores Street, Suite 801, Hagåtña, Guam 96910, the same being the place for such transaction.

Dated this 26th day of June, 2025.

/s/ANA MAE A. GATUZ ANA MAE A. GATUZ



GUAM DAILY POST • SATURDAY, JULY 12,

**CLASSIFIEDS 21** 

, 2025

#### **CLTC Board of Commissioner Regular Meeting**

A PRINT

#### **CLTC Board of Commissioner Regular Meeting**

#### MEETING

- Posted on: 07/10/2025 06:00 AM
- Posted by: Dexter Tan
- Meeting Date: 07/17/2025 01:00 PM
- Department(s): CHAMORU LAND TRUST COMMISSION (/notices?department\_id=23)
- Division(s): CHAMORU LAND TRUST COMMISSION (/notices?division\_id=174)
- Notice Topic(s): BOARD MEETING (/notices?topic\_id=76)
- **Types of Notice:** MEETING (/notices?type\_id=5)
- For Audience(s): PUBLIC (/notices?public=1)
- 🔿 Share this notice

#### AGENDA

I. Call to Order – Certification of Quorum Present

- II. Certification Public Notice Requirements
  - A. Guam Daily Post (July 10, 2025 and July 15, 2025)
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- IX. Adjournment





## **Approval of Minutes**



Lourdes A. Leon Guerrero

Governor

Joshua F. Tenorio

Lieutenant Governor

## Kumision Inangokkon Tano' CHamoru (CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 671-300-3296 Fax: 671-300-3319

#### CHamoru Land Trust Commission Special Board Meeting Friday, June 6, 2025 from 1:03PM to 2:08PM

CHamoru Land Trust Conference Room, 590 S. Marine Corps Drive, ITC Building, Suite 223, 2<sup>nd</sup> Floor, Tamuning, Guam. Public Comments may be made at <u>cltc.admin@cltc.guam.gov</u>. To view the meeting virtually, log in the GovGuam Live-YouTube or Google Meet and join into Video call link: https:// meet.google.com/Xgx-jkys-saf

#### **MEETING MINUTES**

Public Notice: The Guam Daily POST on May 30, 2025, and June 4, 2025

#### Commission Members

Arlene P. Bordallo Chairperson

Earl J. Garrido Commissioner

Joseph F. Artero-Cameron Commissioner

Fabrienne Cruz Respicio Commissioner

> Jeremy J. Rojas Commissioner

Joseph B. Cruz Jr. Acting Administrative Director

#### PRESENT:

#### **Commissioners**

Arlene P. Bordallo, Chairperson Earl J. Garrido, Commissioner Fabrienne C. Respicio, Commissioner Jeremy J. Rojas, Commissioner Joseph F. Artero-Cameron, Commissioner (via Google Meet)

#### Management and Staff

Joseph B. Cruz Jr., Acting Administrative Director Norman Lee Miller Jr., Deputy Attorney General Glenn Eay, Acting Land Agent Supervisor Eileen Chargualaf, Land Agent II Jhoana Casem, Land Agent II Lydia Taleu, Land Agent I Charlene Mayo, Land Agent I Pierce Castro, Planner II Jenny Luces, Program Coordinator II Dexter Tan, Program Coordinator I

#### **OLD BUSINESS**

A. FY25 Appropriation of Nine Million Dollars (\$9,000,000)

#### **Summary**

The CHamoru Land Trust Commission, including Chairperson Arlene P. Bordallo, Commissioners Earl J. Garrido, Fabrienne C. Respicio, Jeremy Rojas, and Joseph Artero-Cameron, along with their Attorney and Director Cruz (Acting Administrative Director, Joseph B. Cruz Jr.), discussed the \$9 million FY25 appropriation for surveying and infrastructure, focusing on six (6) specific tracks and utility services, particularly for Tract 1113 and its potential benefit to Tract 1022 which has illegal dumping issues. Two motions were passed: one authorizing the acting administrative director to initiate agreements with utility agencies and the Department of Land Management, and another authorizing the expenditure of funds upon completion of these agreements, with any amendments or cost increases requiring board approval. The board will receive progress reports at each subsequent meeting.

#### **Details**

- Meeting Called to Order and Attendance Chairwoman Bordallo called the CHamoru Land Trust Commission Special Board Meeting to order. Commissioner Earl Garrido, Commissioner Jeremy J. Rojas, Commissioner Fabrienne C. Respicio, and Commissioner Joseph F. Artero-Cameron were present, along with their Attorney and Acting Administrative Director Joseph B. Cruz Jr.
- FY25 Appropriation for Survey and Infrastructure Fund Director Cruz provided a history of the \$9 million FY25 appropriation for the CHamoru Land Trust Commission Survey and Infrastructure Fund. The fund's expenditures are restricted to surveying, mapping, registration of land, CLTC property inventory, and infrastructure construction. Initially proposed for eleven (11) parcels, the project was scaled down to six specific tracks due to funding limitations.
- Discussion on Specific Tracks and Utility Services AAD Cruz detailed the six proposed tracks, highlighting Tract 1113, Block 16 (Astumbo Elementary School) for water, wastewater, survey, and power utilities, which could also benefit track 1022, an area with illegal dumping concerns. Connecting to the infrastructure proposed for Tract 1113 could significantly reduce the cost of providing utilities to Tract 1022 compared to an earlier pilot project. Commissioner Rojas inquired about coordinating with utilities to ensure the expandability of the infrastructure to service other lots. AAD Cruz stated that, based on information from GWA, expansion is possible with the potential addition of lift or pump stations.
- Addressing Illegal Dumping and Existing Subdivisions AAD Cruz discussed efforts to mitigate illegal dumping, suggesting the presence of their lessees could help. Commissioner Respicio asked about the intention for water and wastewater services, confirming the plan is to bring city sewer systems to both the already subdivided lots (474 sq meters each in Tract 1022) and the proposed subdivision in Tract 1113, also intended for 474 sq. meter lots. AAD Cruz confirmed that GWA is aware of their intentions and that their project cost analysis included needed pump support for expansion.

- Concerns about Road Paving and Utility Coordination Commissioner Rojas raised the importance of including road paving in the project, given the number of residents affected. AAD Cruz mentioned that paving was not detailed in GWA's initial cost projection, and they would be meeting with GWA's general manager to discuss it further. JM Casem emphasized that the board would be updated on any changes or increased expenditures.
- Motion to Authorize Agreement with Utility Agencies
   Commissioner Cameron made a motion to authorize the acting
   administrative director to initiate the process of executing a memorandum of
   agreement with the Department of Land Management, Guam Waterworks
   Authority, and Guam Power Authority for their services as detailed in the
   report. The motion stipulated that any necessary amendments recommended
   by these agencies must be presented to the board for approval. Motion
   seconded by Commissioner Respicio. There was no further discussion.
   Chairwoman Bordallo called for a vote. Motion passed, 4-0.
- Motion to Authorize Expenditure of Funds Commissioner Cameron made a second motion to authorize the acting administrative director to encumber and expend funds up to the projected costs upon completion of the memorandum of agreement. This motion also stated that any cost increases exceeding the projected amounts would require board approval. Motion seconded by Commissioner Respicio. There was no further discussion. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
- Discussion on Prioritizing Projects and Road Costs

AAD Cruz addressed how they would proceed with the six selected projects, stating they would discuss the approach with the utilities and emphasize Tract 1113, ultimately bringing recommendations back to the board for approval. Commissioner Rojas reiterated the need to include a quote for road costs when working with the agencies to improve the living standards of the residents. AAD Cruz assured they would do their best to negotiate the inclusion of road costs.

#### • Inquiry about Utility Inventory and Project Timelines

Commissioner Rojas questioned if the utilities have the necessary inventory for the projects and the estimated timeline for getting everything together. AAD Cruz indicated that GWA typically contracts out most of its work, while GPA has inhouse staff for such work. They hoped that materials would be readily available, but acknowledged the process involves environmental assessments and design work.

#### • Performance Bonds and Accountability

Commissioner Rojas inquired about requiring performance bonds from GPA and GWA, given that CLTC would be their customer. AAD Cruz explained that, as a government entity engaging another, the requirement for a performance bond might differ. However, Attorney Miller, Commissioner Garrido, noted that GWA typically imposes performance bonds on their contractors and expects similar accountability in their agreements with government entities.

#### • Discussion on Unexpended Appropriations and Future Projects

AAD Cruz clarified that the unexpended appropriation of approximately \$310,000 could potentially be used for contingency funding, increased project costs, or other projects if the initial \$8.6 million is sufficient. They would also be seeking a cost estimate for road paving.

#### Commissioner Cameron's Inquiry on Other Commission Funds

Commissioner Cameron asked about other monies under the commission, particularly funds intended to safeguard constituents in the event of typhoons. AAD Cruz explained that CLTC has several special and revolving funds, with three currently active: CLTC operations fund, survey and infrastructure fund, and the eligible beneficiary home loan fund (formerly CHamoru Land loan guarantee fund). The home loan fund, supported by real property taxes on CLTC lease property and a recent infusion of funds from the governor, is for mortgages that go into default.

#### • Safeguarding Loan Funds and Potential Legislation

Commissioner Cameron raised concerns about potential legislation diminishing the funds available for low-interest loans for constituents needing to upgrade their property due to storms. AAD Cruz stated that the act specifies the fund is under the custody of the certifying officer (director), and they are working on an SOP for revenue collection and regaining custody of those accounts. Attorney N. Miller, Commissioner Garrido, noted that while budget acts often restrict the governor from transferring money out of the land trust fund, any legislative changes could impact this.

#### • Motion for Progress Reports

Commissioner Cameron made a third motion to require the acting administrative director to report to the board on the progress of these projects at each subsequent regularly scheduled meeting until completion of all the projects. Motion seconded by Commissioner Respicio. There was no further discussion. Chairwoman Bordallo called for a vote. Motion passed, 4-0.

#### • Clarification on Appropriated Funds

Commissioner Respicio sought clarification on the \$4 million appropriation for the loan guarantee fund, asking if it was currently in their possession. AAD Cruz confirmed the funds are in an appropriation account and readily available, but are intended to support issued and future loan guarantees. They are seeking to reclassify the appropriation to move the funds to a bank account. Attorney N. Miller cautioned that appropriated funds could be unappropriated if not spent and authorized in subsequent years.

#### • Loan Management and Financial Obligations

Attorney N. Miller explained that paying off a loan allows ownership of the house and land, potentially leading to larger financial benefits for the trust. They emphasized the importance of understanding the total amount of loan guarantees and anticipating potential defaults when discussing finances with the legislature. Attorney N. Miller likened the commission's position to a bank in managing a loan loss mitigation fund, needing to have sufficient funds to cover potential defaults.

#### **Project Timelines and Utility Coordination** •

AAD Cruz addressed a question about the timeline for Tract 1113, stating that if it takes a long time, they will return to the board to discuss reallocating funds to other tracks. They hope that utility companies and contractors can work simultaneously, but will have more clarity after their upcoming meeting. AAD Cruz noted that the infrastructure is sufficient and their recent sewer projection is up-to-date, unlike the older projection for Tract 1022.

#### Financial Accounting and Legislative Understanding

AAD Cruz clarified that once the commission enters into agreements with utilities obligating them to work and the commission to pay, the money is considered spent for accounting purposes, even if the physical work is delayed. This understanding is important when discussing finances with the legislature, as they may not immediately see the funds being used. AAD Cruz mentioned a target deadline of September 30, 2025, to execute permits.

#### **Meeting Adjournment**

AAD Cruz indicated that the presented item was the only one for the special meeting and asked the commissioners if they had any motions or further discussions. Chairwoman Bordallo asked for a motion. Motion to adjourn the meeting made by Commissioner Rojas and seconded by Commissioner Garrido. There are no further discussions. Chairwoman Bordallo called for a vote. The motion passed, 4-0.

\*\*\*The meeting adjourned at approximately 2:08PM\*\*\*

Transcribed by: Jessica Dayday, Land Agent II

Approved by motion in the meeting of

JULY 17, 2025

Chairperson Arlene P. Bordallo allene Boundallo Date 2-11-23

Page 5 of 5 CLTC Meeting Minutes - June 6, 2025



## Kumision Inangokkon Tano' CHamoru (CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932

Phone: 671-300-3296 Fax: 671-300-3319

#### CHamoru Land Trust Commission Regular Board Meeting Thursday, June 19, 2025, from 1:14 PM to 6:08 PM

CHamoru Land Trust Conference Room, 590 S. Marine Corps Drive, ITC Building, Suite 223, 2<sup>nd</sup> Floor, Tamuning, Guam. Public Comments may be made at <a href="https://citc.guam.gov">citc.guam.gov</a>. To view the meeting virtually, log in the GovGuam Live-YouTube or Google Meet and join into Video call link: https:// meet.google.com/Xgx-jkys-saf

#### **MEETING MINUTES**

Public Notice: The Guam Daily POST on June 12, 2025, and June 17, 2025

#### PRESENT:

#### **Commissioners**

Arlene P. Bordallo, Chairperson Earl J. Garrido, Commissioner Fabrienne C. Respicio, Commissioner Jeremy J. Rojas, Commissioner Joseph F. Artero-Cameron, Commissioner (via Google Meet)

#### Management and Staff

Joseph B. Cruz Jr., Acting Administrative Director Norman Lee Miller Jr., Deputy Attorney General Glenn Eay, Acting Land Agent Supervisor Jhoana Casem, Land Agent II Jessica Dayday, Land Agent II Lydia Taleu, Land Agent I Charlene Mayo, Land Agent I Pierce Castro, Planner II Dexter Tan, Program Coordinator I

#### <u>Guests</u>

Vincent SN Aguon Josi Aguon (GPA) Albert Padua (GPA) Carmen Kasperbauer Larry Kasperbauer Joey Cruz Louis Garrido Yohei Kohei Bart Perez (GPA) Robin M Edith Pangelinan (Guam Housing Corporation President) Felix Cruz Salas Teresita B. Taitingfong Carlos Camacho (via Google Meet) Karen Kasperbauer Perez (via Google Meet)

Rev. 04/1/2025

Lourdes A. Leon Guerrero Governor

> Joshua F. Tenorio Lieutenant Governor

#### Commission Members

Arlene P. Bordallo Chairperson

Earl J. Garrido Commissioner

Joseph F. Artero-Cameron Commissioner

Fabrienne Cruz Respicio Commissioner

> Jeremy J. Rojas Commissioner

Joseph B. Cruz Jr. Acting Administrative Director

#### Summary

The Chairwoman, Arlene Bordallo, convened the meeting, and the board approved the previous minutes. Discussions involved CLTC's office space invitation cancellation, a grant extension for IT upgrades, the consideration of subcommittees, and delays in lease awards due to legal matters. The board also addressed FY2025 appropriations, MOAs with DLM, GWA, and DPW matters, unauthorized land use, a GPA easement request, constituent issues regarding lease succession, loan default, and tabled items for legal review. The meeting further covered a successor lease request from Ms. Teresita B. Taitingfong, including acreage reduction and property tax considerations, and addressed several legislative bills concerning land transfers and a loan request, along with public comments from Mr. Vincent Aguon regarding land issues.

#### <u>Details</u>

I. Meeting Called to Order and Attendance Chairwoman Bordallo called the CHamoru Land Trust Commission Regular Board Meeting to order. Commissioner Earl Garrido, Commissioner Jeremy J. Rojas, Commissioner Fabrienne C. Respicio, and Commissioner Joseph F. Artero-Cameron (present via Google Meet) were present, along with the Acting Administrative Director, Joseph B. Cruz Jr.

#### **II. Approval of Minutes**

#### >> May 8, 2025 (Regular Board Meeting)

Action: Motion made by Commissioner F. Respicio and seconded by Commissioner J. Rojas. There was no further discussion. Chairwoman Bordallo called for a vote. Motion passed, 4-0

>> May 22, 2025 (Regular Board Meeting)

Action: Motion made by Commissioner J. Artero-Cameron, subject to any correction of errors. The motion was seconded by Commissioner J. Rojas. There was no further discussion. Chairwoman Bordallo called for a vote. Motion passed, 4-0.

#### III. Administrative Director's Report by AAD Cruz

- A. **CLTC Invitation and Procurement Update.** AAD Cruz reported that CLTC's invitation for office space was cancelled due to increased needs. They are working on updated specifications and plan to publish another IFB with GSA in October 2025, with the procurement system reopening at that time.
- B. **CLTC Tap Grant Extension and IT Infrastructure.** AAD Cruz stated that CLTC will request a one-year no-cost extension for their CLTC tap grant funds will be used to upgrade IT infrastructure, including scanning, digitizing documents, and creating a user software for constituents to access their information.
- C. **Consideration of Subcommittees.** AAD Cruz proposed the creation of subcommittees such as commercial, financial, agricultural/residential, and compliance to assist board members' understanding and streamline decision-making. The board was asked to consider this proposal for future action.
- D. **Residential and Agriculture Matters and Legal Consultation.** AAD Cruz reported a delay in publishing the next 25 lease award applicants due to potential legal matters with one applicant. A meeting with an attorney is scheduled for the next day to discuss the legal way forward.
- E. **FY2025 Appropriation and MOA with DLM.** AAD Cruz mentioned that the draft MOA between CLTC and DLM was emailed to Mr. Joseph Borja, and a meeting to discuss it is scheduled for the following Tuesday. Meetings

were also held with Mr. Vince and Miss Josie regarding projected costs and projects, with an amended cost projection submitted.

- F. **GWA and DPW Matters.** AAD Cruz stated that an email was sent to Mr. Bordallo at GWA to request a meeting, and they anticipate meeting with Mr. Bordallo the following week. He also reported that he would be meeting with the permit administrator of DPW to discuss potential permitting requirements.
- G. Commercial Matters and Unauthorized Use of Submerged Lands. AAD Cruz addressed the concern about the unauthorized use of submerged lands in Piti. A meeting was held on June 12th with Deputy Attorney General Miller, me, Attorney Martinez from TATA Communications, and Mr. Lang from TATA Communications to discuss this issue, with an updated report to be provided at the next meeting.

#### **IV. Old Business**

- A. GPA Easement Request and Rescinding Previous Motion, Josie Aguon from the Guam Power Authority (GPA), presented a revised request for a GPA easement, explaining the need due to safety concerns and the desire to improve the existing situation. Commissioner Rojas moved to rescind the previous motion and approve the GPA easement request in Exhibit One, considering an expansion to 40 feet as suggested by Commissioner Respicio. Commissioner Artero-Cameron seconded. There were no further discussions. Chairwoman Bordallo called for a vote. Motion Passed 4-0.
- B. **Public Utilities Easement for Residents.** AAD Cruz clarified that the goal is for the easement to become a public utilities easement for all residents in the area. The board agreed with this objective.
- C. Constituent Matter: Jose Castro Succession. AAD Cruz discussed the issue with the loan of Jose Castro, for whom Miss Carmen Meno was named successor. The loan was foreclosed, and Miss Carmen Meno had not complied with the board's request to seek pre-approval for a home loan. AAD Cruz requested that the board rescind its conditional approval of Miss Carmen Meno as the name successor. A motion was made by Commissioner Rojas and seconded by Commissioner Respicio to rescind the May Meeting request to name Carmen Meno the successor to Jose Castro's agricultural lease agreement. There were no further discussions. Chairwoman Bordallo called for a vote. Motion passed. 4-0
- D. Constituent Matter: Bryan Ross E. Mendiola Loan Default. AAD Cruz reported on the loan default of Mr. Bryan Mendiola, noting that he had not made payments and had not responded to attempts to contact him. AAD Cruz requested the board's approval to proceed with actions to address the default, following Chapter 75A, which involves offering the opportunity to assume the loan to the next qualified applicant. Edith Pangelinan (GHC President) requested approval to bring the loan current by paying \$5,932.52 and to commence the loan default remedy process. The board discussed the implications and the responsibilities of the lender and guarantor.
- E. Tabled Item and Legal Review. Commissioner Rojas moved to table a specific subject for further legal review, and Joseph Cameron seconded the motion. The board agreed to table the item to allow their lawyer to examine the entire situation. Chairwoman Bordallo called for a vote; the motion passed. 4-0.
- F. **Successor Lease and Acreage Reduction Request.** ALS Eay introduced Ms. Teresita B. Taitingfong, the successor of her late husband's lease, who

requested to decrease the 5-acre lease to a half-acre. Ms. Taitingfong also requested CLTC conserve the property, waive property tax for 2025, and accept the current building structure without requiring permits due to its age. ALS Eay provided a chronology of events leading to Ms. Taitingfong's requests.

- G. **Compliance and Acreage Management** AAD Cruz explained that Public Law 37-131 allowed addressing leases executed contrary to law, leading to a compliance inspection on Ms. Taitingfong's property. Ms. Taitingfong decided to reduce her acreage to half an acre to better manage the land and comply with requirements. ALS Eay clarified that Ms. Taitingfong initially wanted to reduce to two acres but later opted for half an acre, ensuring she could farm the required portion.
  - 1. Motion to Approve Acreage Reduction (Initial). Commissioner Artero-Cameron made a motion to approve Ms. Taitingfong's request for reduced acreage, pending other necessary steps. ALS Eav pointed out that the request also included grandfathering the structure, which falls under public works. Commissioner Artero-Cameron initially offered to amend his motion to include the waiver, but ALS Eav clarified the limitations on accepting the building structure without proper inspection. Commissioner Artero-Cameron then restated their motion to accept Ms. Taitingfong's request. Separate Motions for Requests. Commissioner Respicio clarified that Ms. Taitingfong had multiple requests, starting with the decrease from five to half an acre. Commissioner Artero-Cameron clarified that they intended their motion to cover both the acreage reduction and the survey. Commissioner Rojas insisted on addressing each request separately, and Commissioner Artero-Cameron then made a motion solely for the reduction of acreage from five to half an acre; Commissioner Respicio second. There were no further discussions. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
  - 2. Survey Costs and Property Taxes. AAD Cruz addressed Ms. Taitingfong's request for the government to survey the half-acre property, and Commissioner Respicio questioned if CLTC typically covers such costs. Commissioner Artero-Cameron believed Ms. Taitingfong would bear the survey cost. AAD Cruz clarified that Ms. Taitingfong wanted CHamoru Land Trust to pay for the survey. AAD Cruz noted the property hasn't been formally surveyed since the digital release survey. Commissioner Artero-Cameron withdrew their motion regarding the survey (item number two) due to the need for more information. AAD Cruz suggested it could be tabled, noting that Ms. Taitingfong would likely need to survey the property for compliance regardless of CLTC funding. Commissioner Respicio expressed disagreement with waiving survey fees or taxes, citing concerns about setting a precedent.
  - 3. **Tenant's Responsibility for Costs and Taxes**. Commissioner Garrido reminded Ms. Taitingfong that tenants are typically responsible for taxes based on the leased acreage. Commissioner Artero-Cameron felt they were at an impasse, reiterating that the survey should be done by Ms. Taitingfong. Commissioner Rojas proposed a motion to decrease the acreage subject to Ms. Taitingfong paying for the survey and considering prorating taxes after subdivision. After further discussion about the complexities of tax proration and the fact that the relinquished land remains part of the lease, Commissioner Rojas amended their motion to focus on

the acreage decrease and accepting the building structure based on CLTC requirements only, without addressing survey or taxes.

- 4. Clarification on Past Requests and Authorization. Ms. Taitingfong stated she had requested authorization for a survey in 2020 after presenting her husband's death certificate, but never received it. AAD Cruz explained that during that time, there was a moratorium on improvements due to uncertainties with leases classified as "lease of a cloud" until Public Law 37-131 was enacted. ALS Eay clarified that the lease was formalized in 1998, and the tenant was responsible for property taxes on the five acres. Ms. Taitingfong reiterated her request for authorization for a survey in 2020 after her husband's death. Commissioner Garrido acknowledged Ms. Taitingfong's request in 2020 but noted her current request is for a smaller acreage.
- 5. Motions on Acreage Reduction and Building Structure (Amended). Commissioner Respicio stated that the motion to accept the first request (acreage decrease) had already been made, accepted, and approved. Commissioner Rojas amended their motion to address item number two (survey), making the decrease subject to Ms. Taitingfong paying for the survey, and item number four (building structure) to accept it based only on CLTC lease requirements, not building codes. Motion made by Commissioner Rojas, seconded by Commissioner Garrido. There were no further discussions. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
- H. Tabled Item Regarding Authorization to Occupy. AAD Cruz requested that the board table an item concerning the validity of an authorization to occupy until Attorney Miller could be present to explain the legal aspects, as they had met with the lead counsel for the Guam Environmental Protection Agency. A motion was made by Commissioner Rojas and seconded by Commissioner Garrido. There were no further discussions. Chairwoman Bordallo called for a vote. Motion passed. 4-0.

#### V. New Business

A. Meeting Time Discussion and Decision AAD Cruz addressed a request to adjust the board meeting time, noting the current requirement in Chapter 75A subsection 75A102C for the commission to meet on the third Thursday of every month at 1 p.m. AAD Cruz recommended continuing to follow the existing law, considering staff lunch schedules, with the chairperson having discretion for additional meetings. A motion was made by Commissioner Rojas and seconded by Commissioner Garrido to continue adhering to the current meeting time as outlined in Chapter 75A. There were no further discussions. Chairwoman Bordallo called for a vote. Motion passed. 4-0.

Commissioner Respicio commented in regards to the meeting packet; the commissioners pick up their packets and review the contents before the meetings.

#### **B. Constituent Matters**

#### 1. Carmen Artero Kasperbauer

Introduction of Ms. Carmen Artero Kasperbauer AAD Cruz introduced Ms. Carmen Artero Kasperbauer, a participant in a new lease award cohort. AAD Cruz clarified that Ms. Kasperbauer has qualified for the program.

- 2. Request for Agricultural Lease Award and Acreage Considerations Jessica Dayday, a land agent, presented Ms. Carmen Artero Kasperbauer's request for an agricultural lease award for lot 10129-R10, consisting of 14,230 square meters. LA II Dayday, noted that per 21 GCA chapter 75A subsection 75A107A, the commission is authorized to lease between a quarter acre and half an acre for subsistence agriculture without legislative approval. LA II Dayday also mentioned that per 21 GCA chapter 60 subsection 60112, legislative approval is required for the requested 14,230 square meters.
- **3.** History of Previous Leases and Current Request Details. AAD Cruz and LA II Dayday discussed Ms. Kasperbauer's history with previous ground leases that were declined in 2009, followed by a notice of intent to award for lot 10129-R3 (now R10) in Dededo, containing up to five acres and subject to survey. The survey map was finalized in April 2021, but no action was taken as Ms. Kasperbauer did not obtain legislative approval for three acres, as she intended to divide the five acres with her daughters. AAD Cruz clarified the discrepancy between the requested square meters (14,230) and the five-acre designation, noting that five acres is larger.
- 4. Easement and Subdivision for Multiple Applicants. AAD Cruz mentioned that a 40-foot easement was taken from the five acres for school access and a fuel line, reducing the usable area. AAD Cruz confirmed that a request to approve a preliminary sketch for three lots was made in 2009, explaining how Ms. Kasperbauer's portion became 3.5 acres and the other two for her daughters. LA II Dayday confirmed that Ms. Kasperbauer and her daughters are all applicants within the same time frame. AAD Cruz explained that Ms. Kasperbauer's current request pertains to the processing of her lease award after declining previous ones.
- **5. Legislative Approval Requirement for Larger Acreage**. AAD Cruz clarified that while the board can approve the issuance of a 3-acre lease, anything over half an acre (considered commercial) requires legislative approval per Public Law 33-78. This case is the first where the board would approve a 3-acre lease to be sent to the legislature for their approval process, the details of which are unknown. LA II Dayday reiterated that the original five-acre intent was to accommodate three applicants.
- 6. Ms. Kasperbauer's Lease Request. AAD Cruz addressed the board regarding Ms. Kasperbauer's request to lease 3.58 acres (Lot R10), clarifying that while the original survey was for three acres, the request is for the larger surveyed area. Commissioner Artero-Cameron inquired about the timeline of the request, which AAD Cruz stated was initially made in 2009 but faced delays due to surveying issues and legislative changes. AAD Cruz explained that the board could approve the lease for the surveyed 3.5 acres, now known as lot 10129-R10, subject to legislative approval, as it would be considered a commercial piece of land.
- 7. Commercial Lease Implications. AAD Cruz informed the board that leases over half an acre require legislative approval and will have rates determined later, unlike the dollar-a-year rate for smaller leases. He noted that commercial leases necessitate two appraisals, the average of which would help the board decide the lease rate. Ms. Kasperbauer stated that the initial intention for the land was for indigenous plant preservation and educational purposes, but it has since evolved to include fruit tree cultivation.

- 8. Legislative Process and Lease Type. AAD Cruz discussed the implications of the lease being for commercial farming versus family sustenance, noting that, regardless, legislative approval would likely be required due to the acreage. He explained that even subsistence farming leases over half an acre need to go through the legislature. AAD Cruz mentioned this is the first case of this nature being forwarded to the legislature for approval regarding the area size.
- **9. Legislative Authority and Lease Terms.** AAD Cruz stated uncertainty about the legislature's potential actions, including determining commercial use or setting the lease rate. He clarified that while the commission has a standard lease template, legislative approval is required for leases over half an acre according to Guam law, specifically citing legislation requiring specific authorization for such transfers. AAD Cruz indicated that, based on legal guidance, anything over half an acre for commercial use needs legislative approval because it exceeds the subsistence farming categorization.
- **10.** Appraisal Recommendation and Intent Commissioner. Commissioner Garrido recommended conducting appraisals before submitting the lease request to the legislature, which AAD Cruz acknowledged, noting that appraisals are mandated for commercial uses. Mr. Kasperbauer reiterated that the intention was to use the land for fruit trees near their home, not for commercial purposes, and highlighted their experience as former senators. AAD Cruz understood Kasperbauer's desire to preserve their ancestral land and made a motion to accept the request for the surveyed area and proceed with agricultural use and the legislative process.
- 11. Motion to Approve Ms. Kasperbauer's Request. Commissioner Respicio made a motion to accept Ms. Kasperbauer's request to lease the surveyed 14,230 meters (3.58 acres), identified as lot 10129-R10, for agricultural use, and to proceed with the legislative and normal processes. The motion was seconded by Commissioner Rojas, there were no further discussions. Chairwoman Bordallo called for a vote. Motion passed 3-0. Commissioner Garrido did not vote. AAD Cruz informed Mr. and Mrs. Kasperbauer that the paperwork would be processed.
- A. Commissioner Cameron's Leave and Potential Recusal. Commissioner Artero-Cameron raised a question about the agenda and then informed the board about their limited availability due to taking annual leave and losing personal funds for work beyond their lunch hour, suggesting he might have to resign.
- **B. Break.** Commissioner Respicio Motion for a ten-minute break, and Commissioner Garrido seconded.
- **C. Following a brief recess**, Commissioner Artero-Cameron inquired if a vote had occurred on the previous item, mentioning a potential conflict of interest due to a familial connection with the applicant and the possibility of recusing themself.
- D. Motion to Table Karen Kasperbauer Perez. Commissioner Rojas made a motion to table Karen Kasperbauer Perez until the August Board Meeting, and seconded by Commissioner Garrido. There were no further discussions. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
- **E. Nannette Marie Palomo.** ALS Eay requested to remove Ms. Nannette Palomo from the 1995 application waiting list based on 18 GAR, Chapter 6A, subsection 6A110, application for leases and island-wide awards shall be able to decline two different villages after declining the

third award, and an applicant shall be removed from the waiting list. So, in this case, Ms. Palomo declined three lots. Commissioner Rojas made a motion to remove the application of Nannette Marie Palomo from the application waiting list. Commissioner Garrido seconded. There were no further discussions. Chairwoman Bordallo called for a vote. Motion passed. 4-0.

- F. Termination of Applications. Commissioner Respicio made a motion to accept the termination of applications stated number one to fifteen. AAD Cruz asked the commission to remove number eleven pending further review and action. Commissioner Respicio amended her motion to state under letter "C" of new business termination of application to persons number listed as numbered one through ten and persons numbered twelve to fifteen. Commissioner Garrido seconded the motion. There were no further discussions. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
- G. Guam International Country Club. Commissioner Garrido suggested hearing the item for the Guam International Country Club out of order, as their representative was present. Commissioner Rojas made a motion to listen to letter H under new business before other items D, E, F, G, and I, which was seconded by Commissioner Garrido. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
  - 1. Carlos Camacho, representing the Guam International Country Club, thanked the board for the opportunity to present, providing a history of their endeavor since August 2023, explaining the challenges they faced due to COVID-19, and their efforts to diversify their economic use. He noted that his client, the GICC golf course, being a Japanese-owned corporation, could not avail itself of SBA loans.
  - 2. Lease Extension and Bill History. Carlos Camacho recounted their request for a lease deferment, which was granted, and their subsequent proposal in August 2023 to extend their lease for 15 more years, requiring legislative approval due to the extension beyond their current lease expiring in 2039. He detailed the progress of Bill 179-37, which faced technical errors in the legislative process, including incorrect bill and lot numbers in the resolution, leading to its eventual failure when the legislative session ended in November 2024. Carlos Camacho explained that Bill 135-38 incorporated feedback from the legislative process, addressing concerns about the rental rate for the extended period and safeguards if his client did not win an RFP bid for potential solar farm use on the property.
  - 3. Bill 135-38 Provisions. Carlos Camacho outlined key provisions of Bill 135-38, including setting the new lease value at a minimum of \$9 million, with a 15-year extension to be appraised by the CHamoru Land Trust Board's chosen appraiser. He stated the bill includes a provision to revert the property to a golf course if the solar farm proposal is not successful. Carlos Camacho also mentioned the bill's allocation of the \$9 million, at the board's discretion, to include \$7 million for project 166 in Yigo, \$1 million for project 319 in Pagachao, and \$1 million for a clubhouse for the board's office space.
  - 4. CDBG-DR Grant Opportunity Carlos Camacho highlighted a potential opportunity for the CHamoru Land Trust to apply for

infrastructure financial grant requests under the CDBG-DR program, citing relevant federal regulations. He noted the total allocation of \$120 million and the bill's \$45 million request as an ask, suggesting the agency might receive a portion of that amount to support infrastructure projects, especially given legislative support and the grant's opening in January. Carlos Camacho expressed hope for the board's continued support.

- 5. Net Present Value and Appraisal In response to Commissioner Rojas's question about the \$9 million figure, Carlos Camacho explained it was derived from the present rental calculation extended with an escalation clause and supported by a third-party appraisal from Cornerstone Valuation. He clarified that the new 15year lease extension would be subject to a new appraisal by the board's chosen MAI appraiser to determine the updated value. Carlos Camacho offered to provide documentation related to the previous appraisal.
- 6. Appraisal Costs and Independence. Regarding who would pay for the new appraisal, Carlos Camacho stated it's typically the commercial tenant but suggested following statutory rules. He emphasized that the board should choose the appraiser to ensure an arm's-length transaction, suggesting an appraiser other than Cornerstone Valuation to avoid potential conflict. Carlos Camacho clarified that the previous appraisal was based on the existing lease terms, not the new extended lease proposed in Bill 135-38.
- 7. Lease Escalation and Reassessment. AAD Cruz noted that while the bill suggests the new 15-year lease would follow the prior 10% every five-year escalation, a change in lease purpose typically warrants a reassessment of the lease rate at the start of the new agreement. Carlos Camacho clarified that the existing lease rate until 2039 is contractual, and the new rate from 2040 to 2055 would be based on the new appraisal, with a proposed 12% escalation every five years. Commissioner Rojas confirmed his understanding that the lease rate post-2039 would be based on a new evaluation.
- 8. Discount Rate for NPV Calculation. AAD Cruz inquired about the discount rate used in the net present value calculation. Carlos Camacho stated he did not have the specific rate but that it would be included in the documentation from the previous appraisal requested by Commissioner Rojas. He mentioned a prior presentation showing a range of NPV rates, which contributed to the \$7 to \$9 million valuation in the original bill. Carlos Camacho reiterated that the MAI appraisal would provide a more valid reference, and the new appraisal would use the current market rate. AAD Cruz asked one final question about the \$9 million minimum in the bill, referencing the existing and new appraised rates.
- **9. Bill 135-38 Discussion** Commissioner Artero-Cameron initiated a discussion on Bill 135-38, which aims to amend the CLTC lease agreement with RAM International Club. He highlighted several questions and concerns for the board to consider, including relinquishing authority on lease rate determination to a licensed appraiser and addressing the current arrears of GICC. Carlos Camacho clarified that the bill states the arrears will be fully paid once the bill passes.
- **10. Clubhouse Renovation and Maintenance.** Commissioner Respicio raised concerns about the responsibility for the maintenance and renovation of the clubhouse, suggesting that the

new corporation should fund these to CLTC's specifications. She expressed skepticism about the government's track record with building maintenance and proposed that the tenant continue to maintain the clubhouse. Carlos Camacho clarified that only a small portion of the \$9 million was initially intended for the clubhouse, and the board has discretion over those funds. Commissioner Respicio recommended that the tenant pay for both the renovation and the maintenance.

- **11. Land Lots and Funding Sources.** Commissioner Respicio inquired about the specific land lots mentioned in the bill and their inclusion in the \$9 million allocation. She noted that one track was previously identified for affordable housing. Regarding funding, Commissioner Respicio questioned the impact of changes in tax credits for solar activity. Carlos Camacho explained the amendments to the tax credit bill and the potential impact on the project timeline and financing, assuring that their financial details are protected during the bidding process.
- **12. Lease Agreement Terms and Board Authority.** Commissioner Respicio expressed concern that Bill 135-38 seems to dictate the terms of the lease agreement and potentially infringe upon the board's authority in determining the lease rate. She suggested that the current monthly payment by GICC is already comparable to a straight-line amortization of the \$9 million. Carlos Camacho reiterated that the use of funds is at the board's discretion. Commissioner Respicio proposed a special meeting to further discuss the bill and craft a comprehensive board resolution.
- 13. Request for a Special Meeting. Commissioner Respicio made a motion to request a special meeting or work session to address Bill 135-38 to craft a board resolution. The focus of the work session would be the contents of the bill, not the intent. The date for the meeting would be as soon as legally allowable. Carlos Camacho confirmed that the bill would be heard at a public hearing in the legislature in July. Commissioner Respicio made a motion to request to have a special meeting work session to address bill number 135-38 to craft a board resolution to address this bill the intent to the extension of the lease term in exchange for allowing the use of the property for the generator storage and transmission of renewable solar energy. The intent of purpose of that is clear and is not there's not supported on the work session is for the sole purpose of addressing the contents of the bill, not the intent of the purpose of the bill. Commissioner Garrido seconded the motion. Commissioner Respicio mentioned that the date is as soon as possible that is allowable by law. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
- **H. Bill 6-38 Discussion.** AAD Cruz briefly addressed Bill 6-38, which transfers lot 163 to the Special Olympics law, noting that the governor had already enacted it into law. Therefore, no discussion was needed.
- I. Bill 41-38 Discussion and Abstention AAD Cruz recused themself from presenting or discussing Bill 41-38 due to a conflict of interest, as relatives are named in the bill, which concerns the transfer of several lots to the Guam Ancestral Lands Commission. Mr. Glenn Eay provided information regarding the history of lot 7100, stating it was originally Crown Lands acquired by the government of Spain and later the US, not through eminent domain.

- Concerns Regarding Land Transfer (Bill 41-38) ALS Eay expressed concerns about the lack of guarantee in Bill 41-38 that the land transferred to the Guam Ancestral Lands Commission would be returned to the original landowners. They emphasized the need for evidence of ownership from the heirs, as the presented research suggested the property was already government-owned. Commissioner Garrido moved to table the discussion on Bill 41-38 to allow for more research. Motion seconded by Commissioner Rojas. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
- J. Bill 51-38 Introduction. The next item on the agenda was Bill 51-38, concerning the transfer of title for lot 7054-1 to the Guam Police Department. AAD Cruz disclosed their affiliation with the Yigo Municipal Planning Council but stated they would recuse themself from discussions related to the CHamoru Land Trust Commission.
  - 1. **Bill 51-38 GPD Police Precinct.** AAD Cruz introduced Bill 51-38, which proposes transferring administrative jurisdiction of lot 7054-1 from the CHamoru Land Trust to the Guam Police Department (GPD) for a police precinct. **Commissioner Respicio moved to** support the bill's intention but with amendments: a revisionary clause for land return to CLTC if no construction within five years, and a restriction of the property use solely to a police precinct. Second by Commissioner Garrido. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
- K. Bill 73-38 GPD Emergency Communication Center AAD Cruz presented Bill 73-38, aiming to transfer ownership and jurisdiction of lot 15, block F, tract 9, in Barrigada Heights from the CHamoru Land Trust Commission to GPD for a public safety emergency communication center. AAD Cruz informed the board that a quick assessment revealed CLTC issued more land area in the Barrigada Heights parcels than available, potentially affecting the availability of this specific lot. Commissioner Respicio suggested allowing the acting director to identify other available parcels suitable for GPD's needs.
  - 1. Alternative Lots for GPD. Commissioner Respicio proposed a motion for the acting administrative director to inform Vice Speaker Ada that CLTC will identify alternative lots for GPD, supporting the intent of Bill 73-38 but not the current location. The motion was seconded by Commissioner Garrido. Chairwoman Bordallo called for a vote. Motion passed. 4-0.
- L. Bill 147-38 Loan to Guam Memorial Hospital AAD Cruz discussed Bill 147-38, which authorizes a \$9 million inter-agency loan from the Commission to Guam Memorial Hospital for urgent needs. AAD Cruz explained that the bill doesn't specify the funding source within CLTC, potentially compromising existing mandates and projects, and provided historical context of revenue collection and inter-agency loan issues. Commissioner Respicio recommended not supporting the intent and purpose of Bill 147-38 due to the lack of discretionary funds and potential negative impact on CLTC programs. The motion was seconded by Commissioner Garrido. Chairwoman Bordallo called for a vote. Motion passed. 4-0.

#### VI. Public Comment.

A. Mr. Vincent Aguon, a disabled veteran, addressed the board regarding ongoing issues with squatters on land behind their wife's house, including fires, illegal

dumping, and blocked access, impacting their health and safety. Mr. Aguon requested prioritization of the area and expressed concerns about the slow pace of addressing the problem despite previous efforts.

1. CLTC Response to Public Comment AAD Cruz acknowledged Mr. Aguon's concerns, stating that planning for compliance inspections in the affected area of Never Mind Road was already underway for the following Tuesday afternoon. AAD Cruz outlined the process of issuing notices to remediate and involving GPD if resistance is encountered, noting that this area has been addressed multiple times previously. Commissioner Respicio and other board members discussed potential long-term solutions, including working with the attorney and EPA, but acknowledged the challenges of repeat squatting and the need for community involvement. Commissioner Respicio noted the need to prioritize infrastructure improvements in the area where Mr. Aguon lives.

#### VII. Adjournment.

Commissioner Rojas made a motion to adjourn the meeting. Seconded by Commissioner Garrido. Chairwoman Bordallo called for a vote. Motion passed. 4-0.

\*\*\*The meeting adjourned at approximately 6:08PM\*\*\*

Transcribed by: Jessica Dayday, Land Agent II

Approved by motion in the meeting of

JULY 17, 2025

Chairperson Arlene P. Bordallo andene Bordallo Date 2-12-25



## Administrative Director's Report

#### DIRECTOR'S REPORT JULY 17, 2025

#### **1. ADMINISTRATIVE**

- Purchase Orders for CLTC new official vehicles have been awarded. (2 4x4 Trucks, 1 - Van)
- 2) Mail Meter machine procurement will commence in Oct. 2025.
- 3) Invitation for Bid for Office Space will be submitted Oct. 2025.
- 4) CLTC and GALC FY2023 Independent Financial Audit has commenced.
- 5) Meeting with Tomas Lynch from RCAC on August 11, 2025 at 10am to discuss:
  - a. MOU Between USDA Rural Development and CLTC
  - b. New requirement of having an escrow account to be able to receive loan funding from USDA.
  - c. USDA Water & Waste Disposal Program
  - d. SUTA
- 6) Received letter dated July 11, 2025 from Governor Leon Guerrero request for assistance in identifying potential suitable lots for a designated staging site for junk vehicles prior to their disposal.

#### 2. RESIDENTIAL / AGRICULTURE

- A. FY2025 Nine Million Dollar Appropriation
  - 1) DLM The second draft Memorandum of Agreement (MOA) between CLTC and DLM was returned to DLM with some edits. We have regular meetings scheduled for Tuesdays. We anticipate an increase in costs. Additionally, we expect that the final draft will be ready for presentation to the board for approval at the August 2025 meeting.
  - 2) GPA We recently met with GPA and learned that submitting an application will initiate the installation of the main leader lines for the various tracks and parcels that have been approved by the board. The first tract we are focusing on is Tract 15344 in Mangilao. We anticipate an increase in costs and will present this increase to the board for approval at the August 2025 board meeting.
  - 3) GWA We have received the implementation plan from Mr. Miguel Boardallo the General Manager of GWA and have shared it with all Commissioners. Currently, the draft the Memorandum of Agreement (MOA) is being worked on and expect it to be ready for presentation at the board meeting scheduled for August 2025.

#### 3. COMMERCIAL

A. NONE

LOURDES A. LEON GUERRERO GOVERNOR



JOSHUA F. TENORIO LI. GOVERNOR

UFISINAN I MAGA'HÀGAN GUÀHAN OFFICE OF THE GOVERNOR OF GUAM

July 11, 2025

#### ARLENE BORDALLO

Chairperson Chamorro Land Trust Commission Suite 222, 2nd Floor, ITC Building Tamuning, Guam

Håfa Adai Chairperson Bordallo,

I request your assistance in identifying potential suitable lots for a designated staging site for junk vehicles prior to their disposal. The government of Guam is currently utilizing a temporary staging site at the Department of Public Works compound. However, this site is nearing capacity. Over the past few months, we have observed a rise in the number of junk vehicles throughout the island. In response, DPW is working diligently to clear these vehicles from roadways and easements by staging them at its compound until these vehicles can be properly disposed of.

Given the current limitations at the existing site, we are in need of the expertise and resources available through your agency to identify a new location where we can safely stage these vehicles. Your assistance in finding appropriate lots that can accommodate our needs while adhering to safety and environmental guidelines would be invaluable.

I would appreciate the collaboration between your agency and the several departments involved in processing junk vehicles to discuss this matter further and explore potential sites that could serve as a staging area. My office will be in touch with your staff to inform them of a meeting date. We appreciate your continued partnership and look forward to your response and the opportunity to work together on this important issue, as your assistance is crucial in this matter.

Senseramente.

LOURDES A. LEON GUERRERO Maga 'hagan Guàhan Governor of Guam



Office of Legislative Secretary SENATOR SABRINA SALAS MATANANE *I Mina'trentai Ocho Na Liheslaturan Guåhan* | 38th Guam Legislature Chairperson, Committee on Health and Veterans Affairs

#### MEDIA RELEASE

### Senator Salas Matanane to Change Funding Source for GMHA Bill 147

Emphasizes that the island's only public hospital still has urgent needs including power panel

Hagåtña, Guam – Thursday, June 26, 2025 – Senator Sabrina Salas Matanane has decided to change the funding source for <u>Bill No. 147-38 (COR)</u> which would fund critical capital improvement projects of the Guam Memorial Hospital Authority (GMHA), including fortifying the physical structure of the hospital, as well as purchase much-needed hospital supplies.

"No one, not even me, wants to pull money from the CHamoru Land Trust account and use it for another government agency but we are at a critical point at the hospital and lives are at stake. GMHA is in dire need of basic supplies including medication, live saving machines and even hospital linen for infants and children. Additionally, the hospital needs a new power panel that is years overdue. It's ceiling and walls are in desperate need of repair as they are vulnerable to the next big storm that hits our island," said the Chairperson of the Committee on Health and Veterans Affairs.

According to Senator Salas Matanane, the decision to change the funding source for the GMHA CIP bill came after the CHamoru Land Trust Commission earmarked the \$9 million which would've been utilized through an interagency loan.

"The designated \$9 million for GMHA would've been acquired through an interagency loan, allowing that money not to just sit in an account but also earn interest. And it would've been paid back in one calendar year. The money was not assigned at the time Bill 147-38 (COR) was introduced. Now that it has, I will search for an alternate funding source," the Senator stated confidently.

For more information, contact the office of Senator Sabrina Salas Matanane at <u>office.senatorbri@guamlegislature.gov</u>; and 671-989-2572.

#### ### END OF MEDIA RELEASE ###



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



JOSEPH M. BORJA DIRECTOR

RICHARD B. ARROYO DEPUTY DIRECTOR

LOURDES A. LEON GUERRERO MAGA'HAGA . GOVERNOR

JOSHUA F. TENORIO SIGUNDO MAGA'LÁHI • LIEUTENANT GOVERNOR

August 27, 2023

#### MEMORANDUM

Website: http://dlm.guam.gov

Street Address: 590 S. Marine Corps Drive Suite 733 ITC Building

Tamuning, GU 96913

Mailing Address:

P.O. Box 2950 Hagatña, GU 96932

E-mail Address: dimdir@land guam.gov

Telephone: 671-649-LAND (5263)

> Facsimile: 671-649-5383



To: MikeTerlaje, Program Manager, Civil Works U.S. Army Corps of Engineers From: Director Subject: Certification of Government Real Property Lot 443-PART-1-2NEW-R1, Municipality of Agat Buenas van Hafa Adai! Our office is in receipt of your request requesting our assistance in determining ownership to Lot 443-PART-1-2NEW-R1, Municipality of Agat. Our office certifies the following information: Map No. 445FY91 Area Size: 4,510+ square meters Ownership: Government of Guam Instrument Nos. 22667 and 305214 0 Last Certificate of Title Nos. 2349 and 65932 Administrative Jurisdiction: Office of the Mayor of Agat 5GCA, Chapter 40, Section 40113(b) . Attached are maps and documents relative to Lot 443-PART-1-2NEW-R1, Municipality of Agat for your reference.

If you have any questions, please contact me at 649-5263 Ext 612.

Senseramente,



GUAM WATERWORKS AUTHORITY Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913 P.O. Box 3010, Hagåtña, Guam 96932 Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

July 11, 2025

Mr. Joseph F. Cruz Administrative Director, Acting Chamorro Land Trust Commission (CLTC) Department of Land Management Building Third Floor, ITC Intersection Tamuning, Guam 96913

Subject: Transmittal of Implementation Plan for Tract 1113, Block 16 Water and Sewer Infrastructure Project

Hafa Adai Mr. Cruz:

The Guam Waterworks Authority (GWA) is pleased to transmit the attached Implementation Plan for the proposed water and wastewater infrastructure improvements to serve CLTC Tract 1113, Block 16 in Dededo.

The plan outlines in general terms GWA's understanding of next steps for developing the required MOA, transferring the available project funding, initiating design and construction activities, and completing construction of water and wastewater infrastructure to support 71 planned residential lots. As detailed in the plan, GWA will submit a one-time full billing to the Department of Administration (DOA) by August 30, 2025, to obtain the total project funding of **\$7,191,000**. Procurement activities will commence only upon receipt of funds.

To ensure transparency and coordination, GWA will also provide quarterly progress reports to CLTC beginning the quarter following execution of the MOA. The report will summarize project milestones, schedule updates, and any issues encountered.

As we get closer to implementation, GWA will designate appropriate points of contact for implementation and financial issues. We appreciate your continued support and partnership on this critical infrastructure project.

Sincerely,

MIGUEL C. BORD LLO, P.E. General Manager Guam Waterworks Authority

Attachment: Implementation Plan – CLTC Tract 1113, Block 16 Water and Sewer Infrastructure Project

# **Implementation Plan: CLTC Tract 1113 B16 Water and Sewer Infrastructure Development**

### 1. Summary

The Guam Waterworks Authority (GWA), in partnership with the Chamorro Land Trust Commission (CLTC), will implement water and wastewater infrastructure improvements to serve 71 residential lots at CLTC Tract 1113, Block 16 in Dededo. CLTC provided GWA with proposed subdivision layout, and GWA has provided conceptual planning-level cost estimates for water and sewer infrastructure improvements only. The total estimated budgetary cost is **\$7,191,000**. Through Public Law 35-125, the CLTC has received a legislative appropriation for its survey and infrastructure fund and intends to allocate the above amount to GWA for water/sewer infrastructure development.

#### 2. Fund Transfer and Billing Process

#### Fund Transfer Objective

Obtain the full **\$7,191,000** in project funding from the Department of Administration (DOA) by **September 30, 2025**, the end of Fiscal Year 2025.

#### **Billing Procedure**

- GWA will submit a **one-time invoice** to DOA by **August 30, 2025**.
- The billing package will include:
  - Planning scope of work and cost estimate
  - Project implementation timeline
  - Supporting documentation and transmittal letter

#### **Procurement Contingency**

• No procurement may begin until GWA receives confirmation of the fund transfer from DOA.

### 3. Memorandum of Agreement (MOA)

A **Memorandum of Agreement (MOA)** between GWA and CLTC will be developed and executed prior to fund transfer. The MOA will:

- Define roles and responsibilities of both agencies
- Reference project scope, funding and funding schedule constraints (if applicable), and reporting requirements
- Establish a mechanism for resolving issues and confirming project completion

• Serve as the basis for accountability and recordkeeping

Drafting of the MOA will begin in **July 2025**, with the goal of execution by **August 2025**, prior to billing DOA.

#### 4. Preliminary Implementation Timeline

Milestone	Date
Draft MOA	July 15, 2025
Execute MOA	August 15, 2025
Submit billing package to DOA	August 30, 2025
Receive funds	By September 30, 2025
Begin design/procurement	October 2025
Begin construction procurement	June 2026
<b>Permitting/Construction</b>	July 2026 – December 2028 (est'd)
Final inspection & reporting	January 2029

#### 5. Quarterly Reporting to CLTC

Upon execution of the MOA, GWA will provide CLTC with quarterly progress reports including:

- Project status and milestones
- Updated timelines
- Any challenges or issues
- Summary of expenditures (non-financial)
- Photos and maps/plans as appropriate

Reports will be submitted by the **15th of the month** following the FY quarter to the CLTC Administrator.

#### 6. Project Oversight

GWA will assign a Project Manager to oversee all implementation activities, coordinate with CLTC, and ensure compliance with the MOA. A final report will be submitted upon project completion.



## **Old Business**

#### I Mina'trentai Ocho Na Liheslaturan Guåhan BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	FISCAL NOTES	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	NOTES
7-38 (COR)	Joe S. San Agustin	AN ACT TO REPEAL AND REENACT A NEW § 75122(c)(2) AND ADD A NEW § 75122(d) AND § 75122(e) TO CHAPTER 75 OF TITLE 21, GUAM CODE ANNOTATED RELATIVE TO REQUIRING THE CHAMORRO LAND TRUST TO SOLICIT COMPETITIVE BIDS FOR THE MASS GRADING AND MINERAL EXTRACTION OF A PORTION OF LOT 5412, MANGILAO.	8:00 a.m.						Referred Version 1/22/25

## *I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN* 2025 (FIRST) Regular Session

## Bill No. 7-38 (COR)

Introduced by:

Joe S. San Agustin

AN ACT TO REPEAL AND REENACT A NEW § 75122(c)(2) AND ADD A NEW § 75122(d) AND § 75122(e) TO CHAPTER 75 OF TITLE 21, GUAM CODE ANNOTATED **RELATIVE** TO REQUIRING THE **CHAMORRO** LAND TRUST TO SOLICIT **COMPETITIVE BIDS FOR THE MASS GRADING AND MINERAL EXTRACTION OF A PORTION OF LOT 5412,** MANGILAO.

## **BE IT ENACTED BY THE PEOPLE OF GUAM:**

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that the Chamorro Land Trust Commission ("CLTC") is authorized pursuant to Public Law 33-95 to, among other things, lease or license for commercial use certain properties in its land inventory. Further, such commercial leases or licenses may occur only on CLTC designated lands not to exceed nine percent (9%) of the total remaining unassigned CLTC land area inventory.

8 *I Liheslaturan Guåhan* further finds that, such commercial leases and licenses 9 may include mineral extraction when specifically approved by the Chamorro Land 10 Trust and *I Liheslaturan Guahan*. Such commercial leases and licenses shall be 11 awarded through a competitive bid process to entities determined to be responsible 12 and responsive. *I Liheslaturan Guåhan* further finds that the CLTC currently has a backlog of
 applicants for homestead lots as well as a multi-million-dollar shortfall to survey
 new homestead lots and improve them with access and utilities.

4 I Liheslaturan Guåhan further finds that a large portion of Lot 5412, Mangilao, generally lying between the Gloria B. Nelson Public Service Building and 5 6 the coastline, is owned by the CLTC; however, the land is presently inaccessible and 7 undevelopable. This Lot contains quality limestone aggregate for construction 8 purposes, and a section was previously quarried for the construction of Route 15 9 during the 1960's. Inasmuch as Guam's construction industry now requires 10 approximately 1.5 million cubic yards of limestone aggregate per year, and the 11 current market rate for quality limestone is approximately Two Dollars (\$2.00) per 12 cubic yard, extraction operations at this Lot may potentially yield up to One Million Dollars (\$1,000,000) per year for CLTC during the next 6 years. I Liheslaturan 13 14 *Guahan* further notes that this amount can vary and could potentially produce more 15 than originally estimated.

*I Liheslaturan Guahan* further finds that prudent extraction operations of Lot
 5412 can result in a landform that accommodates new homestead lots, as well as a
 large pad for another public service building, akin to the Gloria B. Nelson Public
 Service Building.

It is, therefore, the intent of *I Liheslaturan Guåhan* to cause the CLTC to issue an Invitation For Bid for the development of the CLTC Lot 5412, Mangilao, with an extraction plan to assist the CLTC accomplish three objectives: first, ultimately generate approximately Six Million Dollars (\$6,000,000) or more in revenues through the sale of limestone aggregate; second, create a sustainable revenue source by leasing a pad for a new public service building; and third, creating new homestead lots. Section 2. § 75122(c)(2) of Chapter 75, Title 21, Guam Code Annotated, is
 hereby *repealed* and *reenacted*, to read as follows:

"(2) Award of Lease through Competitive Bid. The lease or license for 3 the commercial use of CLTC land designated as available for commercial 4 activity shall be awarded through a competitive bid process to entities 5 determined to be responsible and responsive, as defined in Guam's 6 procurement law, to the requirements stipulated by the CLTC. However, in 7 8 the event that a designated available land has an existing commercial activity by virtue of a previous authorization, this Act shall not be interpreted to 9 10 invalidate existing commercial leases or licenses where lessee or licensee has not defaulted during the entire term of the lease or license, and lessee or 11 12 licensee has complied with the laws of Guam. At the expiration of a lease or license, and all options to renew that lease or license, the CLTC shall 13 reconsider its designation as available land and comply with all other 14 15 provisions of this Act.

- 16 (2) Award of Lease Through Competitive Bids for CLTC Lot 5412,
   17 Mangilao. The CLTC shall immediately determine whether the
   18 undeveloped portion of Lot 5412 falls within 9% of its total remaining
   19 unassigned CLTC land area inventory. If so, the CLTC shall immediately
   20 approve that portion of Lot 5412 for mineral extraction.
- (A) Upon finding that the undeveloped portion of Lot 5412
  falls within CLTC's 9% of total remaining unassigned inventory and
  upon approval by CLTC for mineral extraction, the CLTC shall
  immediately announce a competitive Request for Proposals for a
  license for mass grading and mineral extraction of the undeveloped
  portion of Lot 5412 in a manner that provides at least one large pad for
  a public service building and as many homestead lots as can be

1	accommodated under Guam's subdivision development rules and
2	regulations.
3	(B) Such RFP for mass grading and mineral extraction shall
4	require each bidder to:
5	(i) Be responsible for all pre-grading tasks such as:
6	cadastral and topographic surveying; biological and
7	archaeological assessments; an EIA (if required by GEPA);
8	mitigation of environmental and/or cultural resources (should
9	any such mitigation be required); grading plans that yield the
10	final landform option selected by CLTC; grading permits;
11	clearing and disposal of over-burden, including topsoil; certified
12	weigh station; security station; and compliance with interim and
13	final inspections by CLTC. In the event that any property
14	survey/assessment discovers an endangered species or other
15	resource for which there is no economically viable mitigation,
16	the awardee may cease further work and shall be released from
17	all other obligations of the mineral extraction license, without
18	penalty.
19	(ii) Submit a single fixed-price per cubic yard of
20	aggregate removed from the site, but there shall be no revenue
21	due to CLTC resulting from the removal of other materials that
22	are unsuitable as aggregate. The awardee shall cover all
23	associated expenses incurred, including those described in §
24	<u>75122(c)(2)(A)(ii)(1), above.</u>
25	(iii) Be bonded and licensed with the Guam Contractors
26	Licensing Board ("GCLB") and certified by the Mining Safety
27	and Health Administration ("MSHA") with a designated "mine

1	number" for mass grading and mineral extraction at Lot 5412.
2	Such GCLB license and MSHA certification shall be kept current
3	by the awardee for the duration of this work.
4	(iv) The awardee shall obtain a performance and payment
5	bond to ensure a financial guarantee that they will perform and
6	complete the project according to the contracted terms.
7	(v) Comply with existing Guam and U.S.
8	environmental laws at all times.
9	(vi) Account for and pay to CLTC on a monthly basis
10	the fixed-price-per-ton of aggregate removed from the Lot, in
11	accordance with a system that is approved by CLTC.
12	(vii) Submit a conceptual plan of the final landform.
13	(viii) Submit a topographical survey at the
14	commencement of the project, halfway through and after
15	completion."
16	Section 3. A new § 75122(d) is hereby <i>added</i> to Chapter 75, Title 21, Guam
17	Code Annotated, to read as follows:
18	"(d) CLTC shall cancel the license for mass grading and mineral
19	extraction when the approved, final landform is attained, or in the event, the
20	awardee does not perform in accordance with milestones mutually established
21	between CLTC and the awardee, or in 6 years, whichever comes first."
22	Section 4. A new § 75122(e) is hereby <i>added</i> to Chapter 75, Title 21, Guam
23	Code Annotated, to read as follows:
24	"(e) Notwithstanding § 75105(b) of Chapter 75 of Title 21, Guam
25	Code Annotated, all income arising out of any lease or license pursuant to this
26	Section shall be credited to and deposited in the Chamorro Land Trust Survey
27	and Infrastructure Fund."

1 Section 5. Severability. If any provision of this Act or its application to any 2 person or circumstance is found to be invalid or inorganic, such invalidity shall not 3 affect other provisions or applications of this Act that can be given effect without 4 the invalid provision or application, and to this end the provisions of this Act are 5 severable.

6 Section 6. Effective Date. This Act shall become effective immediately
7 upon enactment.

#### I Mina'trentai Ocho Na Liheslaturan Guåhan BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	FISCAL NOTES	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	NOTES
32-38 (COR)	Maga'hågan Guåhan, the Governor of Guam, in accordance with the Organic	AN ACT TO AUTHORZE THE TRANSFER OF LOT \$173-1-R2NEW-R7 AND LOT \$173-1-R2NEW-6 IN THE MUNICIPALITY OF TAMUNING FROM THE CHAMORRO LAND TRUST COMMISSION TO THE HEIRS OF FRANCISCO D. PEREZ, THE ORIGINAL LANDOWNER.	4:26 p.m.						

# *I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN* 2025 (FIRST) Regular Session

Bill No. 32-38 (COR)

Introduced by:

<u>Committee on Rules</u> by request of <u>Maga'hågan</u> <u>Guåhan</u>, the Governor of <u>Guam</u>, in accordance with the Organic Act of Guam

AN ACT TO AUTHORIZE THE TRANSFER OF LOT 5173-1-R2NEW-R7 AND LOT 5173-1-R2NEW-6 IN THE MUNICIPALITY OF TAMUNING FROM THE CHAMORRO LAND TRUST COMMISSION TO THE HEIRS OF FRANCISCO D. PEREZ, THE ORIGINAL LANDOWNER.

## **1 BE IT ENACTED BY THE PEOPLE OF GUAM:**

Section 1. Legislative Findings and Intent. I Liheslaturan Guåhan finds 2 that the historical significance of land ownership in Guam is deeply rooted in the 3 heritage and legacy of original landowners, who have contributed to the growth and 4 development of our communities. I Liheslaturan Guåhan further finds that 5 numerous parcels of government property have been acquired from private owners 6 through various means, including donation, eminent domain, or other governmental 7 8 actions, often for public use or benefit. Many of these properties, including Lot 5173-1-R2NEW-R7 and Lot 5173-1-R2NEW-6 in the municipality of Tamuning have 9

remained undeveloped by the government of Guam for an extended period, and have
 otherwise failed to provide tangible benefit or greater good to the public as intended.

*I Liheslaturan Guåhan* further finds that the heirs of Francisco D. Perez, the original landowner of Lot 5173-1-R2NEW-R7 and Lot 5173-1-R2NEW-6, possess a continuing interest in the land, which carries significant familial and cultural value. The government of Guam has not made substantial use of these properties in the decades it has held title to the properties, and they continue to languish in the government's inventory.

9 I Liheslaturan Guåhan has previously recognized in the case of land returns from the federal government that, in some instances, the government of Guam is not 10 the best nor most responsible guardian of lands, and that for such property to best 11 serve the community, it is often the original landowners and heirs who possess the 12 capacity and motivation to develop lands to their highest and best uses, which will 13 benefit the community through the stimulation of economic activity. I Liheslaturan 14 Guåhan believes that title to Lot 5173-1-R2NEW-R7 and Lot 5173-1-R2NEW-6 15 should be restored to the family and heirs of Francisco D. Perez, who have a vested 16 interest in the development and use of these lots. 17

Therefore, it is the intent of *I Liheslaturan Guåhan* to promote responsible stewardship of these lands by returning them to the heirs of the original landowner, Francisco D. Perez, who have a personal connection to the property, by transferring and deeding Lot 5173-1-R2NEW-R7 and Lot 5173-1-R2NEW-6 in the municipality of Tamuning from the Chamorro Land Trust Commission to the heirs of Francisco D. Perez, the original landowner.

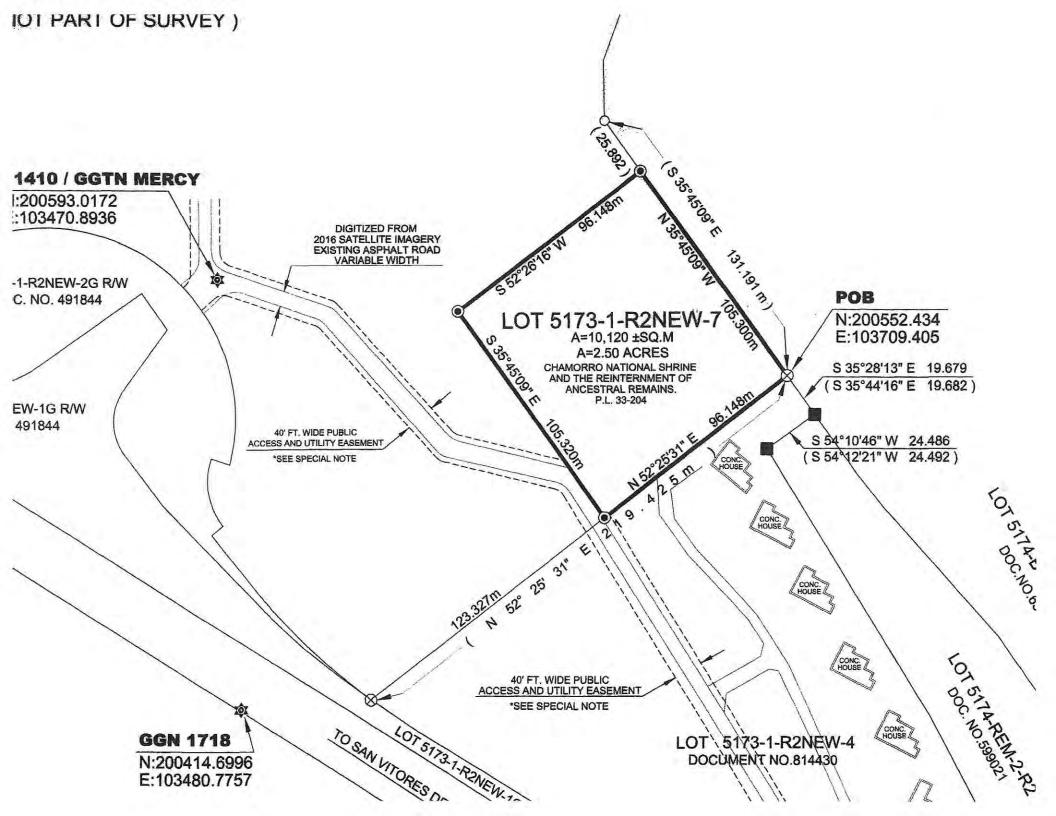
Section 2. Transfer of Property to the Francisco D. Perez Family. Except
in such circumstances where existing roads or easements may have been transferred
to the Department of Public Works and as provided in Section 4 below, Lot 5173-1R2NEW-R7 and Lot 5173-1-R2NEW-6 in the municipality of Tamuning and

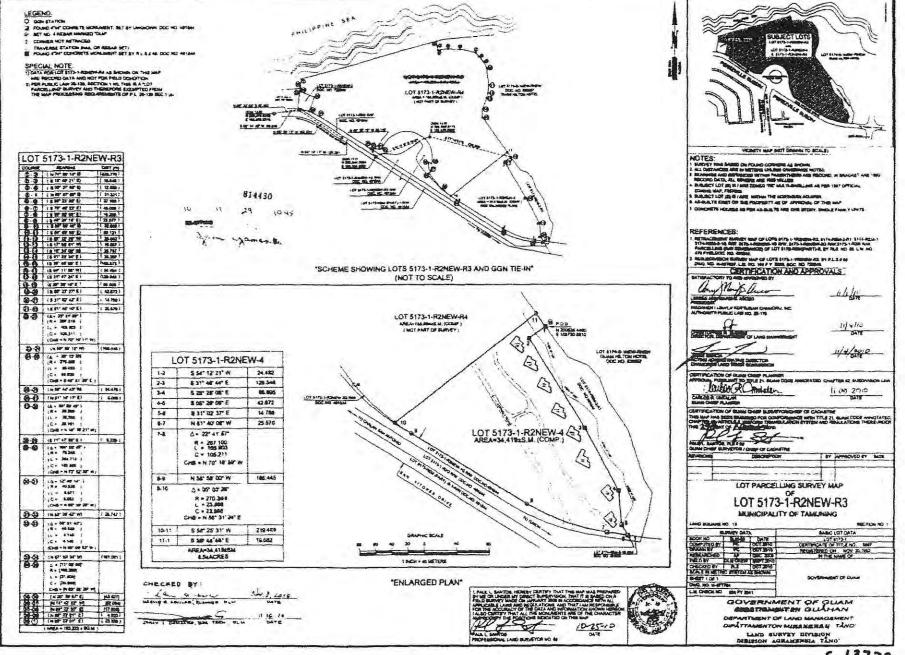
conveyed to the jurisdiction of the Chamorro Land Trust Commission are transferred
to the heirs of Francisco D. Perez, the original landowner, and shall be deeded to the
heirs of Francisco D. Perez, the original landowner. The Chamorro Land Trust shall
identify the heirs of Francisco D. Perez and complete the transfers required herein
within 180 days of the enactment of this Act.

6 Section 3. CHamoru National Shrine & the Reinternment of Ancestral 7 Remains, Known as *Naftan Manaina-ta* Shrine. Guam Public Law No. 33-204 8 designated a portion of Lot 5173-1-R2NEW-R6, which then was severed and 9 became Lot 5173-1-R2NEW-7 of 10,120 square meters or 2.50 acres in the surveyed 10 Map No. 313FY2017 as shown in the Department of Land Management Document 11 No. 914646 recorded on November 13, 2017, and attached as Exhibit A, shall be 12 excluded from any land transfer required in this Act.

Section 4. Continued Reservation and Designation of CHamoru Cultural Center. Lot No. 5173-1-R2NEW-4 in the municipality of Tamuning, containing an area of 34,419+ square meters (8.5 acres) as shown on Department of Land Management Map No. 004FY2011, attached as Exhibit B, which was previously identified, designated, and reserved for a CHamoru Cultural Center in Guam Public Law No. 33-203, shall be excluded from any land transfer required in this Act.

Section 5. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or inorganic, 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.





**Exhibit B** 

5-13720

#### I Mina'trentai Ocho Na Liheslaturan Guåhan BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	FISCAL NOTES	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	NOTES
	-	AN ACT TO ADD A NEW (j) TO § 80105 OF CHAPTER 80, TITLE 21 GUAM CODE ANNOTATED RELATIVE TO TRANSFERRING LOT NOS. 7100, 7102, 7103 AND 7146 IN JANOM, IN THE MUNICIPALITY OF YIGO, GUAM, TO THE GUAM	3:27 p.m.			2/11/25			
41-38 (COR)		ANCESTRAL LAND USE COMMISSION.	^2/26/25 10:48 a.m.						

# *I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN* 2025 (FIRST) Regular Session

## Bill No. 41-38 (COR)

Introduced by:

Joe S. San Agustin

# AN ACT TO *ADD* A NEW (j) TO § 80105 OF CHAPTER 80, TITLE 21 GUAM CODE ANNOTATED RELATIVE TO TRANSFERRING LOT NOS. 7100, 7102, 7103 AND 7146 IN JANOM, IN THE MUNICIPALITY OF YIGO, GUAM, TO THE GUAM ANCESTRAL LAND USE COMMISSION.

1	<b>BE IT ENACTED BY THE PEOPLE OF GUAM:</b>
2	Section 1. A new Subsection (j) to § 80105 of Chapter 80, Title 21 Guam
3	Code Annotated is hereby added to read:
4	"(j) Lot Nos. 7100, 7102, 7103 and 7146 originally owned by the Estate
5	of John S.N. Taitano and Rosario F. Taitano in the vicinity known as Janom
6	in the municipality of Yigo. The properties shall be transferred and shall be
7	deeded to the Guam Ancestral Lands Commission within thirty (30) days of
8	the effective date of this Act. The Guam Ancestral Lands Commission shall
9	within one hundred eighty (180) days dispose of the land parcel and lot
10	transferred by this Act in a manner consistent with and pursuant to its enabling
11	legislation and its mandates. All pre-condemnation roads, easements and bull
12	cart trails shall remain as easements for public access and utilities."
13	Section 2. Severability. If any provision of this Act or its application to
14	any person or circumstance is found to be invalid or inorganic, such invalidity shall

15 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.
- 3 Section 3. Effective Date. This Act shall be effective upon enactment.

#### I Mina'trentai Ocho Na Liheslaturan Guåhan BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	FISCAL NOTES	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	NOTES
131-38 (COR)		AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST TO SELL A PORTION OF LOT \$174REM-1 MUNICIPALITY OF TAMUNING CONSISTENC OF AN AREA OF 1485± SQ.F1. (138± SQ.M.) AND TO DEPOSIT THE PROCEEDS OF THE SALE INTO THE CHAMORRO LAND TRUST INFRASTRUCTURE AND SURVEY FUND.	2:01 p.m.						

# *I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN* 2025 (FIRST) Regular Session

## Bill No. 131-38 ( COR )

Introduced by:

V. Anthony Ada

AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST TO SELL A PORTION OF LOT 5174-REM-1 MUNICIPALITY OF TAMUNING CONSISTING OF AN AREA OF 1485± SQ.FT. (138± SQ.M.) AND TO DEPOSIT THE PROCEEDS OF THE SALE INTO THE CHAMORRO LAND TRUST INFRASTRUCTURE AND SURVEY FUND.

## **BE IT ENACTED BY THE PEOPLE OF GUAM:**

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that in 2018, Stuart and Nicole Kelly obtained a building permit to make substantial renovations to their home along the cliff line in Perezville, Tamuning. The types of renovations required the Department of Public Works (DPW) to make regular inspections of the project's construction phases and to issue a new occupancy permit before the Kellys were allowed to live in the home.

8 Prior to the issuance of the occupancy permit, DPW inspectors required the 9 Kellys to construct a safety railing along the edge of the cliff line behind their home 10 where a dilapidated old fence once stood. The safety railing spanned the width of 11 the Kelly's lot and was designed to prevent occupants of the property from accidental 12 falls over the cliff. The cliff height vertical exceeds one hundred feet, and any fall 13 will result in serious injury or death.

14 Sometime after the occupancy permit was issued, the Kellys discovered that 15 a narrow parcel of land at the edge of the cliff where the safety railing was built was 16 not their property but property of the Chamorro Land Trust. The small fractional lot is accessible only through the Kellys' house lot and has no practical use or value to
anyone else except the Kellys. On March 7, 2019, The Chamorro Land Trust
Commission adopted CLTC Resolution 2019-05 recommending the sale of the
fractional lot to the Kellys. As the CLTC has no authority to sell land, including
fractional lots and bull cart trails, the CLTC forwarded its recommendation to *I Liheslaturan Guåhan*.

It is the intent of *I Liheslaturan Guåhan* finds that Stuart and Nicole Kelly be
authorized to buy a portion of Lot 5174-REM-1 Municipality of Tamuning
consisting of an area of 1485± SQ.FT. (138± SQ.M.) consistent with CLTC
Resolution 20 19-05.

11 Section 2. Land Sale Authorization. The Chamorro Land Trust is 12 authorized to sell, for Fair Market Value, a portion of Lot 5174-REM-1 Municipality 13 of Tamuning consisting of an area of 1485± SQ.FT. (138± SQ.M.) (See Attachment A) to Stuart and Nicole Camacho Reyes Kelly (the buyers) who are the owners of 14 15 adjoining Lot 12, Block 8, Perezville, for the purpose of acquiring the fractional lot where the buyers were required to construct a safety railing along the cliff line to 16 meet the occupancy requirements for their home. Proceeds of the sale shall be 17 18 deposited in the Chamorro Land Trust Infrastructure and Survey Fund.

# *I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN* 2025 (FIRST) Regular Session

Bill No. 135-38 (COR)

Introduced by:

Joe S. San Agustin William A. Parkinson Eulogio Shawn Gumataotao

# AN ACT TO AMEND THE CHAMORRO LAND TRUST LEASE AGREEMENT WITH THE GUAM INTERNATIONAL COUNTRY CLUB, INCORPORATED.

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:** 

2 Section 1. Legislative Findings and Intent. I Liheslaturan Guåhan finds 3 that Lot Number 10122-12, located in the Municipality of Dededo, is a trust 4 property under a commercial lease agreement executed on April 1, 2014, between 5 the Chamorro Land Trust Commission (CLTC), as lessor, and the Guam International Country Club, Inc. (GICC), as lessee. The lease was recorded on 6 7 April 4, 2014, under Document No. 863522. The current lease includes a 10% 8 escalation clause every five (5) years and is estimated to generate \$4,961,735 in 9 rent through January 31, 2039. However, GICC has proposed amendments to the 10 lease that would provide accelerated rent payments, increased escalation rates, and 11 an extension of the lease term in exchange for allowing the use of the property for 12 the generation, storage, and transmission of renewable solar energy.

13

I Liheslaturan Guåhan further finds that this proposal offers an

unprecedented opportunity in the history of the CLTC. The lessee has agreed to 1 2 prepayment of all rent due under the amended lease, to be valued at not less than 3 Nine Million Dollars (\$9,000,000) based on a net present value calculation by a 4 certified appraiser. Additionally, GICC will make available, at no cost, the GICC Clubhouse—an asset valued between \$7 to \$8 million—and five (5) surrounding 5 6 acres for the exclusive use of the CLTC. At CLTC's discretion, the Department of 7 Land Management (DLM) and the Guam Ancestral Lands Commission (GALC) 8 may co-locate within the facility. This will eliminate current and future rent 9 payments to private landlords, saving up to \$870,000 annually, or more than \$25 10 million over 30 years if all three agencies utilize the facility.

11 I Liheslaturan Guåhan further finds that the accelerated rent payments and 12 the allocation of these funds under Section 4 of this Act will generate substantial direct benefits for the people of Guam. With the approval of the CLTC, the 13 14 allocation of at least Seven Million Dollars (\$7,000,000) for the survey and infrastructure costs of Tract 10123 in Yigo (166 lots), and at least One Million 15 16 Dollars (\$1,000,000) for the water line extension and right-of-way preparation for Tract 319 in Agat (211 lots), will immediately advance long-stalled residential 17 18 developments on CLTC trust lands. Additionally, CLTC may allocate One Million 19 Dollars (\$1,000,000) for the renovation of the acquired GICC Clubhouse, directly 20 improving the delivery of government services and reducing overhead expenses. 21 Any additional rent collected will be utilized by the CLTC for further direct community infrastructure and development needs that may encompass a range of 22 23 CLTC trust property development activities, including surveying land, developing 24 critical infrastructure, renovating public facilities, and providing the engineering 25 and permitting needed - all to be carried out with the approval and prioritization of the CLTC Board. 26

27

This bill is further intended to support the CLTC's long-delayed mission.

Despite administering over 11,000 acres of trust land, CLTC has issued just 2,900
 leases, and more than 8,000 eligible applicants remain on the waitlist—many of
 them waiting decades. A key barrier has been the lack of infrastructure—roads,
 utilities, surveyed lots—which has rendered most trust lands uninhabitable.

I Liheslaturan Guåhan further finds that the \$9,000,000 in prepaid lease 5 6 payments may be utilized to apply for federal Community Development Block 7 Grant – Disaster Recovery (CDBG-DR) funds [administered by Guam Housing] 8 and Urban Renewal Authority (GHURA)] in the amount of Forty-Five Million Dollars (\$45,000,000). If approved, this would result in a combined capital stack of 9 10 Fifty-Four Million Dollars (\$54,000,000) for use in CLTC trust property 11 development activities, including land surveying, infrastructure development, 12 public facility renovations, and engineering and permitting services—subject to 13 CLTC Board approval and project prioritization.

14 The application for CDBG-DR funding under Section 6 of this Act is 15 expected to generate substantial indirect benefits for the island and its people. 16 Indirect benefits include:

- Stimulating job creation and workforce development in construction,
  engineering, and environmental compliance;
- Growing Guam's tax base through increased Business Privilege Tax (BPT)
   and real property tax revenues;
- Encouraging private investment in new residential construction and
   homeownership opportunities on trust lands;
- Enhancing community resilience and emergency preparedness through
   improved public facilities and infrastructure;
- Strengthening institutional capacity, public trust, and long-term economic
   growth across Guam.
- 27
- I Liheslaturan Guåhan further finds that the application for federal

1 Community Development Block Grant – Disaster Recovery (CDBG-DR) funds 2 [administered by Guam Housing and Urban Renewal Authority (GHURA)] 3 pursuant to this Act is subject to the requirements and objectives set forth in *Title* 4 24, Code of Federal Regulations (CFR), Part 570, including but not limited to -5 *§570.1 (Purpose and primary objective); §570.3 (Definitions, including eligibility)* 6 of insular areas and low- and moderate-income benefit); §570.200 (General 7 policies and eligibility of activities); §570.201 (Basic eligible activities); §570.208 8 (Criteria for national objectives); §570.420 and §570.440 (Application 9 requirements and eligible activities for insular area grants); and other applicable 10 provisions of Subpart F (Small Cities, Non-Entitlement CDBG Grants in Hawaii 11 and Insular Areas Programs), Subpart K (Other Program Requirements), and 12 relevant guidance issued by the U.S. Department of Housing and Urban 13 Development.

14 *I Liheslaturan Guåhan* further finds that both the direct and indirect benefits described in this Act will be significantly amplified through a robust multiplier 15 16 effect. The multiplier effect refers to the phenomenon where each dollar invested in public infrastructure and community development generates additional 17 18 economic activity as it circulates through the local economy. For infrastructure and 19 housing investments, the economic multiplier is commonly estimated to range 20 from 1.5 times to 2.5 times the original investment. In practical terms, this means 21 that the \$54 million in combined local and federal investment enabled by this Act is projected to stimulate between \$81 million and \$135 million in total economic 22 23 activity across Guam.

24

This multiplier effect manifests through several channels:

• Construction and materials purchases support suppliers and local businesses;

Wages paid to construction and service workers are spent locally, boosting
 retail and service sectors;

- Upgraded infrastructure and new housing attract additional private
   investment and unlock long-term opportunities for economic expansion and
   community well-being.
- 4 Specific Multiplier Benefits:
- Job Creation: Infrastructure and renewable energy projects are labor intensive. This initiative will generate hundreds of jobs in construction,
   surveying, engineering, environmental compliance, solar installation, and
   facility maintenance.
- Tax Revenue Growth: Economic activity will lead to increased collections
  of Guam's Business Privilege Tax (BPT), as well as Real Property Taxes
  when land becomes occupied and improved.
- Stimulated Private Investment: Once infrastructure is in place, private
   homeowners, contractors, and developers will be incentivized to invest in
   new residential construction on trust lands, further multiplying economic
   activity.
- 16 • Reduced Government Spending: If the CLTC, Department of Land 17 Management (DLM), and Guam Ancestral Lands Commission (GALC) all 18 co-locate at the GICC clubhouse, the government of Guam will save 19 approximately \$870,000 annually in rent-amounting to more than \$25 million over 30 years. If only the CLTC utilizes the clubhouse, annual rent 20 21 savings will be \$124,390, totaling more than \$3 million over 30 years. In 22 both cases, these savings will free up General Fund resources for other 23 public priorities.
- Community Resilience: Rehabilitated public facilities and improved infrastructure will enhance emergency response capabilities, reduce
   vulnerability to disasters, and create safer, more sustainable communities—

resulting in long-term cost avoidance and quality of life improvements.

Increased Access to Homeownership: By unlocking access to over 370 lots
 in Yigo and Agat with infrastructure in place, the bill supports long-term
 family wealth-building through home equity for Chamorro families who
 have waited decades.

6 Long-Term Institutional Strengthening:

1

The reinvestment of savings and lease proceeds into core CLTC operations,
 such as surveying, compliance, land management, and facility maintenance,
 supports institutional modernization and increases public confidence in
 CLTC's governance.

*I Liheslaturan Guåhan* also finds that the proposed project aligns with Guam's aggressive renewable energy mandates under Public Laws 29-62, 35-46, 35-145, and 36-137, which collectively set forth the territory's Renewable Portfolio Standards (RPS)—requiring 50% renewable energy by 2035 and 100% by 2045. The solar energy development on this site will provide clean energy for over 45,000 households, reduce water and chemical use from the former golf course, and reinforce Guam's environmental and energy independence goals.

18 It is therefore the intent of *I Liheslaturan Guåhan* to approve the 19 amendments to the lease between the Chamorro Land Trust Commission and 20 Guam International Country Club, Inc., and to authorize the CLTC to utilize the 21 benefits of this amended lease agreement to fulfill its mission.

Section 2. Amendments to Lease. Notwithstanding 21 GCA §60115, 21 GCA §75A122, 21 GCA §75A103 and any other provision of law, *I Liheslaturan Guåhan* hereby authorizes, approves and directs the Chamorro Land Trust Commission to make, within 30 days of the enactment of this Act, the following amendments to the subject lease agreement by and between the Chamorro Land Trust Commission as Lessor, and the Guam International Country Club, Inc., 1 herein after GICC as Lessee:

(1) The generation, storage and transmission of renewable solar power is
hereby added as a permitted use of Lot Number 10122-12, Mogfog, Municipality
of Dededo. The permitted commercial uses of the property stated in the lease
agreement shall include the generation, storage and transmission of renewable
solar power;

7 (2) The lease term shall be extended through January 31, 2055, and shall 8 provide an option to extend the lease term by an additional two (2) years in the 9 event this extension is necessary on account of regulatory requirements, 10 construction schedules and the requirements of the Guam Power Authority;

11 (3) In the event the property is used for the generation, storage and 12 transmission of renewable solar power: i) for the purpose of determining the net 13 present value of the future rent that is due until the expiration of the existing lease 14 term to January 31, 2039, the current rental escalation rate of 10% every five years shall be increased to an escalation rate of 12% every five years; and *ii*) for the 15 16 purpose of determining the net present value of the future rent that is due under the extended term, the fair market rent payable during the extended term shall be 17 determined by a Member of the Appraisal Institute (MAI) certified and licensed 18 19 real estate appraiser selected by the Chamorro Land Trust Commission.

20 (4) In the event the property is used for the generation, storage and 21 transmission of renewable solar power, the Lessee shall pay all rents due under the 22 amended lease in advance at its net present value, to be determined by the MAI certified and licensed real estate appraiser selected by the Chamorro Land Trust 23 24 and paid for by GICC, utilizing a market based discount rate and shall not be less 25 than Nine Million Dollars (\$9,000,000.00), with 10% paid within 30 days of the 26 date a power purchase agreement is entered into with the Guam Power Authority 27 that will utilize the property for the generation, storage and transmission of

7

renewable solar power and the remaining 90% paid within 30 days of the date solar
 power is first transmitted to the Guam Power Authority under the power purchase
 agreement;

4 (5) In the event the property is used for the generation, storage and 5 transmission of renewable solar power, Lessee will not be required to use the 6 property for the operation of a golf course;

(6) In the event the property is used for the generation, storage and 7 8 transmission of renewable solar power, the GICC Club House along with its 9 surrounding property of approximately five (5) acres, shall be designated for the 10 exclusive use of the Chamorro Land Trust Commission which shall have the 11 discretion to make this designated property also available for the use of the 12 Department of Land Management and Guam Ancestral Lands Commission. GICC and the Chamorro Land Trust Commission shall survey and parcel out from the 13 14 leased property the land on which the GICC Club House is situated and the 15 surrounding five (5) acres of land so that the parceled out land is a separate and 16 distinct lot that would be suitable to support any credit facility that the Chamorro 17 Land Trust Commission may seek for the purpose of renovating the GICC Club House. The land parceled out will be removed from the premises leased to GICC 18 19 under the lease agreement;

(7) All components of the solar panels used for the solar farm must be free
of per- and polyfluoroalkyl substances. Additionally, the Lessee shall remove the
components associated with the solar farm at the end of the lease agreement. The
removal shall be recycled and shall not be disposed of in Guam's landfill;

(8) The Lessee shall provide a monetary guarantee, such as a cash deposit or performance bond, to ensure the financial security of the Lessor and the proper removal of the components associated with the solar farm at the end of the lease agreement and the timely payment of rent. The Lessee shall provide an assessment of the potential costs associated with the removal of components and any potential site restoration to determine the amount of the monetary guarantee. The assessment will serve as a basis for determining the amount, considering factors such as equipment removal, land remediation and restoration, any necessary repairs and the value of rent payments;

6 (9) The Chamorro Land Trust Commission shall be responsible for the 7 overhead maintenance costs of the facilities and ground of the GICC Club House 8 in the event these are dedicated for Chamorro Land Trust Commission use.

9 (10) The Lessee shall comply with all applicable building codes, 10 environmental regulations, and federal rules and regulations related to building 11 construction and environmental protection, including but not limited to the 12 International Building Code, Americans with Disabilities Act, Clean Water Act, Clean Air Act, National Environmental Policy Act, Resource Conservation and 13 14 Recovery Act and all applicable rules and regulations regarding the protection of 15 endangered species as enforced by Guam and the United States, throughout the 16 lease agreement; and

(11) Until such time the net present value of the accelerated rent is paid in
full, lessee shall continue to pay monthly rent in accordance with the lease
agreement.

(12) The foregoing amendments shall take effect upon the advanced
payment of all deferred rent that remains due, if any, under GICC's pandemic
payment plan.

(13) In the event GICC elects not to use the property for the generation,
storage and transmission of renewable solar power the provisions of Sections 2, 4,
5 and 6 of this Act shall be null and void, and the property shall continue to be
operated and maintained as a golf course, and to restore as a golf course consistent
with its original intended use under the existing lease agreement.

9

Section 3. Ratification of Lease. Notwithstanding 21 GCA §60115, 21
 GCA §75A122, 21 GCA §75A103 and any other provision of law, *I Liheslaturan Guåhan* hereby ratifies the lease agreement by and between the Chamorro Land
 Trust and Guam International Country Club, Inc. dated April 1, 2014, affecting Lot
 Number 10122-12, Mogfog, Municipality of Dededo and all amendments thereto
 that are made in accordance with this Act.

7 Section 4. Allocation of Rent Collected. Subject to the discretion and 8 approval of the Chamorro Land Trust Commission (CLTC) the accelerated rent collected may be allocated as follows: 1) Seven Million Dollars (\$7,000,000.00) 9 10 shall be applied towards the survey and infrastructure costs for the 166 lots of 11 Tract 10123 in the Municipality of Yigo or, at the discretion of the Chamorro Land 12 Trust Commission, on another priority project or projects and in the amounts it 13 deems appropriate; 2) One Million Dollars (\$1,000,000.00) shall be applied 14 towards the water line extension and the clearing and grading of right of way costs 15 for the 211 lots of Tract 319 - Unit 3, Municipality of Agat or, at the discretion of 16 the Chamorro Land Trust Commission, on another priority project or projects and in the amounts it deems appropriate; 3) One Million Dollars (\$1,000,0000.00) shall 17 18 be applied towards the cost of renovating the GICC clubhouse; and 4) any 19 additional rent collected shall be utilized in the manner and amounts deemed 20 appropriate by Chamorro Land Trust Commission.

This includes CLTC trust property development activities such as land surveying, building out essential infrastructure, renovating public facilities, and carrying out necessary engineering and permitting work—all subject to the approval and project priorities set by the CLTC Board.

Section 5. Facility Transfer and Shared Use Authorization. Subject to
 the discretion and approval of the Chamorro Land Trust Commission (CLTC), *I Liheslaturan Guåhan* hereby authorizes the CLTC to accept, at no cost, the transfer

1 and exclusive use of the GICC Clubhouse—an asset valued between Seven Million 2 Dollars (\$7,000,000) and Eight Million Dollars (\$8,000,000)—along with five (5) 3 surrounding acres, as offered by the Guam International Country Club, Inc. 4 (GICC) under the amended lease agreement authorized by this Act. At the 5 discretion of the CLTC Board, the Department of Land Management (DLM) and 6 the Guam Ancestral Lands Commission (GALC) may be authorized to co-locate 7 within the transferred facility. The co-location of these agencies is intended to 8 eliminate duplicative lease payments currently borne by the government of Guam 9 and may result in estimated cost savings of up to Eight Hundred Seventy Thousand 10 Dollars (\$870,000) annually, or more than Twenty-Five Million Dollars 11 (\$25,000,000) over a thirty (30) year period, if all three agencies utilize the facility 12 as their administrative headquarters.

13 Section 6. Infrastructure Investment and Federal Grant Application 14 Authorization. Subject to the discretion and approval of the Chamorro Land Trust Commission (CLTC), Nine Million Dollars (\$9,000,000) in prepaid lease 15 payments received pursuant to this Act may be designated as local equity to be 16 utilized to apply for federal Community Development Block Grant - Disaster 17 18 Recovery (CDBG-DR) funds [administered by Guam Housing and Urban Renewal 19 Authority (GHURA)] in the amount of Forty-Five Million Dollars (\$45,000,000). 20 If awarded, this would create a combined capital stack of Fifty-Four Million 21 Dollars (\$54,000,000).

These funds shall be utilized for CLTC trust property development activities including, but not limited to land surveying, infrastructure development (such as road access, water, and power utilities), public facility renovations, and required engineering and permitting services. The Chamorro Land Trust Commission (CLTC) shall determine the final allocation and prioritization of projects funded by this capital stack. Among the immediate priority sites eligible for funding 1 consideration are:

- 2 (a) Tract 10123, Municipality of Yigo, containing approximately one
  3 hundred sixty-six (166) residential lots; and
- 4 (b) Tract 319 Unit 3, Municipality of Agat, containing approximately two
  5 hundred eleven (211) residential lots.

6 Section 7. Severability. If any provision of this Act or its application to any 7 person or circumstance is found to be invalid or contrary to law, such invalidity 8 shall not affect other provisions or applications of this Act that can be given effect 9 without the invalid provision or application, and to this end the provisions of this 10 Act are severable.

11

Section 8. Effective Date. This Act shall be effective upon enactment.

## CHAMORRO LAND TRUST COMMISSION Board of Commissioners Meeting July 17, 2025 Staff Report

## Bill 135-38

### 1. FACTS:

### a. Author & Co-Authors:

- 1) Senator Joe S. San Agustin
- 2) Senator William A. Parkinson
- 3) Senator Eulogio Shawn Gumataotao
- **b. Bill Intent:** An Act to Amend the Chamorro Land Trust Lease Agreement with the Guam International Country Club
- c. Legal Property Description: Lot 10122-12, Municipality of Dededo
- d. Lot Size / Lease Type: 829,124+/- sqm (less 28,328+/- sqm, GPA & GWA to use) / Commercial Lease
- e. Lease Instrument Number: 863522
- f. Field Description: Municipal Golf Facility

#### 2. DETAILS:

- a. July 3, 2025 Working Session Notes
  - 1) Unpaid Real Property Taxes \$254,415.64.
  - 2) Rent arrears \$324,575.92.
  - 3) Arrears should be paid in Full by January 2026.
  - 4) Expression of settlement of all outstanding obligations prior to moving forward with Bill 135-38.
  - 5) Request for two affidavits. A) Payment of revenue and tax obligations. B) Settlement of rental arrears.
  - 6) Verify with GPA if solar farms are leasing property and if yes do they know the rental amount.
  - 7) Verify with GPA if solar farms are paying participation rent.
  - 8) Strike out Sections 2, 3, 4, 5, 6, of Bill 135-38.
  - 9) Authorize CLTC to amend the activity of Lot 10122-12 from Golf Course to Solar Farm.

10) Board applies the terms and conditions of the lease in accordance with §75A122, Chapter 75A, Title 21 Guam Code Annotated.

## 3. Findings:

- §75A122 Commercial Leases and Licenses, Chapter 75A, Title 21 Guam Code Annotated (Attached for Reference)
- Executive Summary, Chamorro Land Trust Commission Municipal Golf Course Lease Agreements / OPA Report No. 16-09, December 2016 (Attached for Reference)

### 4. SUMMARY:

During a recent working session, the CLTC Board of Commissioners expressed interest in supporting Bill 7-38, which seeks to authorize the Guam International Country Club to operate a solar farm on Lot 10122-12 in Dededo by amending their existing Commercial Lease as outlined in the bill. However, there are concerns regarding Sections 2, 3, 4, 5, and 6 of the bills, and there a statement made about striking out those sections entirely.

If the CLTC Board of Commissioners intends to allow GICC to operate a solar farm on their leased property, we recommend that the Board support this intention by authorizing CLTC to amend or execute a new Commercial Lease, contingent upon the settlement of any outstanding rent arrears and unpaid real property taxes. Furthermore, the CLTC Board of Commissioners should not rely on a licensed appraiser to determine the rental rate for the leased properties. Instead, the Commissioners should ensure that the terms and conditions of the Commercial Lease are established in accordance with §75A122, Chapter 75A, Title 21 of the Guam Code Annotated.

# EXHIBIT A

Phase IV Projects - Summary

£ 10

Bidder	Size MWac	ESS Size MWdc	Village	Site
Mojave Marianas LLC	60	30 MW, 120 MWh	Inarajan	Near existing Dandan Solar
PEC and LMS	4.999	2.75 MW, 16.512 MWh	Harmon	Near Harmon Sub (Lot 101185-4)
PEC and LMS	4.999	2.75 MW, 16.512 MWh	Malojloj	Lot B-3REM-14-R2
PEC and LMS	4.999	2.75 MW, 16.512 MWh	Pulantat	Near Leo Palace (LOT 177-1-4 and LOT 177-1-R6)
PEC and LMS	4.999	2.75 MW, 16.512 MWh	Barrigada	Near Radio Barrigada Sub (LOT 2442-5 LOT 2442-6, and LOT 2442-7)
Core Tech Solar Energy, LLC	60	30 MW, 120 MWh	Ukudu	Near GWA Northern Water Treatment
KEPCO, EWP, and Samsung C&T Consortium	132	67 MW, 260 MWh	Yona	Cross-Island Road- Ylig River/ Paulana River area
Power Solutions and SK Ecoplant	26.4	15 MW, 88.064 MWh	Dededo	Guam International Country Club Golf Course
Power Solutions and SK Ecoplant	26.4	15 MW, 88.064 MWh	Dededo	Guam International Country Club Golf Course
Power Solutions and SK Ecoplant	4.4	2.75 MW, 16.512 MWb	Dededo	Guam International Country Club Golf Course
Power Solutions and SK Ecoplant	4.4	2.75 MW, 16.512 MWh	Yigo	LOT 7079-1-R2 and LOT 7079-1-1R/W

				40% esca	alation		Discounted R	ate 4.2%		Discounted R	ate 2.38%
Year	Annual Rent	6 months Rent	Monthly Rent	Per Year	Per Month		Per Year	Per Month		Per Year	Per Mon
2014	-		\$21,858.25		/						
2015	\$262,299		\$21,858.25								
2016	\$262,299		\$21,858.25						1		
2017			\$21,858.25								
2018			\$21,858.25								
2019			\$24,044.08								
2020			\$24,044.08								
2021			\$24,044.08								
2022			\$24,044.08								
2023			\$24,044.08								
2024	, ,		\$26,448.50								
2025		\$158,691	\$26,448.50								
2026			\$26,448.50	\$444,334.80	\$37,027.90	\$	306,995.00	\$ 25,582.92	\$	306,995.00	\$ 25,582
2027			\$26,448.50	\$444,334.80	\$37,027.90		306,995.00	\$ 25,582.92	\$	306,995.00	\$ 25,582
2028			\$26,448.50	\$444,334.80	\$37,027.90		306,995.00		\$	306,995.00	\$ 25,582
2029			\$29,093.33	\$622,068.72	\$51,839.06		343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2030			\$29,093.33	\$622,068.72	\$51,839.06		343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2031			\$29,093.33	\$622,068.72	\$51,839.06		343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2032			\$29,093.33	\$622,068.72	\$51,839.06		343,834.00	\$ 28,652.83	s	343,834.00	\$ 28,652
2033			\$29,093.33	\$622,068.72	\$51,839.06	\$	343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2034	(		\$32,002.67	\$870,896.21	\$72,574.68	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2035			\$32,002.67	\$870,896.21	\$72,574.68	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2036			\$32,002.67	\$870,896.21	\$72,574.68	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2037			\$32,002.67	\$870,896.21	\$72,574.68	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2038			\$32,002.67	\$870,896.21	\$72,574.68	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2039	\$422,435		\$35,202.93	\$1,219,254.69	\$101,604.56	S	385,094.00	\$ 32,091.17	\$	431,306.00	\$ 35,942
	\$5,040,341			\$10,017,083.73		\$	4,950,719.00		\$	4,996,931.00	
	Total Anticipate	d Rent from 2026 t	o 2039								
	\$5,199,032										
	Total Anticipate	d Rent from 6 mon	ths in								
	2025, plus 2026	i to 2039									
2040				\$1,219,254.69	\$101, <b>604.56</b>	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942
2041				\$1,21 <del>9</del> ,254.69	\$101,604.56	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942
2042				\$1,219,254.69	\$101,604.56	\$	431,306.00		\$	431,306.00	\$ 35,942
				\$1,219,254.69	\$101,604.56	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942
2043				\$1,706,956.57	\$142,246.38	\$	483,062.00	\$ 40,255.17	\$	483,062.00	\$ 40,255
2044									\$	483,062.00	\$ 40,255
				\$1,706,956.57	\$142,246.38	\$	483,062.00	. ,	Ψ.		
2044					\$142,246. <mark>38</mark> \$142,246. <mark>38</mark>	\$ \$	483,062.00	. ,	\$	483,062.00	\$ 40,255
2044 2045				\$1,706,956.57	\$142,246.38 \$142,246.38 \$142,246.38					483,062.00 483,062.00	
2044 2045 2046 2047 2048				\$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$1,706,956.57	\$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38	\$	483,062.00 483,062.00 483,062.00	\$ 40,255.17 \$ 40,255.17 \$ 40,255.17	\$ \$ \$	483,062.00 483,062.00	\$ 40,255 \$ 40,255
2044 2045 2046 2047 2048 2049				\$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$2,389,739.19	\$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$199,144.93	\$ \$ \$	483,062.00 483,062.00 483,062.00 541,030.00	\$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83	\$ \$ \$	483,062.00 483,062.00 541,030.00	\$ 40,255 \$ 40,255 \$ 45,085
2044 2045 2046 2047 2048 2049 2050		-		\$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$2,389,739.19 \$2,389,739.19	\$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$199,144.93 \$52,204.65	\$ \$ \$ \$	483,062.00 483,062.00 483,062.00 541,030.00 541,030.00	\$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83	\$ \$ \$ \$	483,062.00 483,062.00 541,030.00 541,030.00	\$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085
2044 2045 2046 2047 2048 2049 2050 2051				\$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19	\$142,245.38 \$142,245.38 \$142,245.38 \$142,245.38 \$199,144.93 \$52,204.65 \$52,204.65	* * * *	483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00	\$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83	\$ \$ \$ \$ \$ \$ \$	483,062.00 483,062.00 541,030.00 541,030.00 541,030.00	\$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085
2044 2045 2046 2047 2048 2049 2050 2051 2051				\$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19	\$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$199,144.93 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * *	483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085
2044 2045 2046 2047 2048 2049 2050 2051 2052 2053				\$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19	\$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$199,144.93 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * *	483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83	* * * * * * *	483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085
2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054				\$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$3,345,634.87	\$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$199,144.93 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * *	483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00	\$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00	\$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
2044 2045 2046 2047 2048 2049 2050 2051 2052 2053				\$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$1,706,956.57 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19 \$2,389,739.19	\$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$142,246.38 \$199,144.93 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * *	483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83	* * * * * * *	483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496 \$ 50,496

2014         \$282.289         \$21.858.25           2015         \$262.289         \$21.858.25           2016         \$262.289         \$21.858.25           2019         \$262.289         \$21.858.25           2019         \$262.289         \$21.858.25           2019         \$262.289         \$24.044.08           2020         \$288.529         \$24.044.08           2022         \$288.529         \$24.044.08           2022         \$288.529         \$24.044.08           2022         \$288.529         \$24.044.06           2022         \$288.529         \$24.044.06           2022         \$288.529         \$24.044.06           2022         \$288.529         \$24.044.06           2025         \$317.382         \$25.644.50           2026         \$317.382         \$26.448.50           2028         \$317.382         \$26.448.50           2029         \$317.382         \$26.448.50           2020         \$317.382         \$26.448.50           2023         \$349.120         \$28.93.33         \$553.755.54         \$44.697.75         \$34.38.400         \$28.652.85         \$34.38.300         \$28.652.85         \$34.38.300         \$28.652.85         \$34.38.300 <th></th> <th></th> <th></th> <th></th> <th>30% esca</th> <th>1</th> <th>-</th> <th>Discounted F</th> <th></th> <th> </th> <th>Discounted R</th> <th>1</th>					30% esca	1	-	Discounted F			Discounted R	1
2016         \$262.269         \$21.858.25           2016         \$262.269         \$21.858.25           2011         \$262.269         \$21.858.25           2011         \$262.269         \$21.858.25           2011         \$262.269         \$21.458.25           2021         \$268.529         \$24.044.06           2022         \$288.529         \$24.044.06           2022         \$288.529         \$24.044.06           2022         \$288.529         \$24.044.06           2022         \$288.529         \$24.044.06           2022         \$288.529         \$24.044.06           2022         \$288.529         \$24.044.06           2022         \$287.582         \$306.995.00         \$2.5.582.92         \$306.995.00         \$2.5.582.92           2022         \$287.382         \$25.448.50         \$412.996.00         \$34.363.05         \$305.995.00         \$2.5.582.92         \$305.995.00         \$2.5.582.92           2022         \$317.382         \$25.448.50         \$412.996.00         \$34.363.06         \$2.5.682.92         \$305.995.00         \$2.5.882.92           2023         \$349.120         \$22.093.33         \$530.775.50         \$44.697.97         \$343.834.00         \$2.862.83         \$343	Year	Annual Rent	6 months Rent	Monthly Rent	Per Year	Per Month		Per Year	Per Month	<u> </u>	Per Year	Per Mon
2016         \$262,269         \$21,858,25           2017         \$262,269         \$21,658,25           2018         \$262,269         \$24,044,06           2020         \$2268,529         \$24,044,06           2021         \$268,529         \$24,044,06           2022         \$2268,529         \$24,044,06           2022         \$2268,529         \$24,044,06           2022         \$2268,529         \$24,044,66           2022         \$2268,529         \$24,044,66           2022         \$218,329         \$25,542,450         \$31,362,065         \$306,995,00         \$2,5522,25         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,23         \$2,562,23         \$306,995,00         \$2,558,223         \$306,995,00         \$2,558,23         \$34,834,00         \$2,662,23         \$34,834,00         \$2,662,23         \$34,834,00         \$2,662,23         \$34,834,00         \$2,662,23         \$34,834,00         \$2,662,23         \$34,834,00         \$2,662,23         \$34,834,00												
2017         \$262.298         \$21,88.25           2018         \$228.623         \$24,044.06           2020         \$28.629         \$24,044.06           2021         \$28.629         \$24,044.06           2022         \$28.629         \$24,044.06           2022         \$28.629         \$24,044.06           2023         \$28.629         \$24,044.06           2026         \$23.73.82         \$158,613         \$26,448.60           2026         \$317,382         \$25,648.60         \$412,596.60         \$34,383.05         \$306,995.00         \$25,582.92         \$306,995.00         \$25,582.92           2026         \$317,382         \$25,648.80         \$412,596.60         \$34,383.05         \$306,995.00         \$25,582.92         \$306,995.00         \$25,582.92         \$306,995.00         \$25,582.92         \$306,995.00         \$25,582.92         \$306,995.00         \$25,582.92         \$306,995.00         \$25,582.92         \$305,994.00         \$22,093.33         \$530,375.59         \$44,697.97         \$343,834.00         \$28,662.33         \$43,834.00         \$26,623.3         \$43,834.00         \$26,623.3         \$43,834.00         \$26,623.3         \$43,834.00         \$26,623.3         \$43,834.00         \$26,623.3         \$43,834.00         \$26,623.3												
2018         \$272.289         \$24,044.08           2019         \$286,529         \$24,044.08           2020         \$286,529         \$24,044.08           2021         \$286,529         \$24,044.08           2022         \$286,529         \$24,044.08           2023         \$286,529         \$24,044.08           2024         \$317,382         \$25,448.50           2025         \$317,382         \$25,448.50           2026         \$317,382         \$26,448.50           \$412,596,60         \$34,383.05         \$306,995.00         \$25,582.32           2026         \$317,382         \$25,448.50         \$412,596,60         \$34,383.40         \$26,622.31         \$343,84.00         \$28,652.33           2026         \$317,382         \$25,648.50         \$412,596,60         \$34,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00         \$28,652.33         \$343,834.00												
2019         \$228.529         \$24,044.08           2020         \$228.529         \$24,044.08           2022         \$228.529         \$24,044.08           2022         \$228.529         \$24,044.08           2022         \$228.529         \$24,044.08           2022         \$228.529         \$24,044.08           2023         \$228.529         \$24,044.08           2024         \$317,382         \$158,091         \$26,448.60           2026         \$317,382         \$25,448.60         \$412,596.60         \$34,383.05         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,995.00         \$25,582.32         \$306,940.00         \$25,582.32         \$308,343.00         \$26,523.33         \$338,340.00         \$26,523.33         \$338,340.00	1									1		
2020         \$248,529         \$24,044,08           2021         \$288,529         \$24,044,08           2023         \$288,529         \$24,044,08           2023         \$288,529         \$24,044,08           2024         \$317,382         \$25,448,50           2026         \$317,382         \$25,448,50           2026         \$317,382         \$25,448,50           2026         \$317,382         \$25,448,50           2028         \$317,382         \$25,448,50           2028         \$317,382         \$26,485,00           2029         \$343,120         \$22,683,33           2028         \$317,382         \$26,603,33           2023         \$348,120         \$22,603,33           2023         \$348,120         \$26,003,33           2033         \$344,120         \$22,002,67           334,020         \$28,052,83         \$34,384,00         \$28,052,83           2034         \$344,120         \$22,002,67         \$44,0777         \$34,854,00         \$28,052,83         \$34,834,00         \$28,052,83         \$34,834,00         \$28,052,83         \$34,834,00         \$28,052,83         \$34,834,00         \$28,052,83         \$34,834,00         \$28,052,83         \$34,834,00         \$28,												
2021         \$228,529         \$24,044.08           2022         \$288,529         \$24,044.08           2024         \$317,382         \$25,6445.50           2026         \$317,382         \$25,6445.50           2027         \$317,382         \$25,6445.50           2026         \$317,382         \$25,6445.50           2027         \$317,382         \$25,6445.50           2028         \$317,382         \$25,6445.50           2029         \$349,120         \$27,693.33           \$353,375.55         \$44,697.97         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83           2023         \$349,120         \$22,093.33         \$533,375.55         \$44,697.97         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83           2031         \$349,120         \$22,093.33         \$536,375.55         \$44,697.97         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83           2031         \$349,120         \$22,093.33         \$536,375.55         \$44,697.97         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00												
2022         \$286,529         \$24,044.06           2023         \$286,529         \$24,044.06           2024         \$317,382         \$158,681         \$25,648.50           2025         \$317,382         \$25,648.50         \$25,648.50         \$25,648.50           2026         \$317,382         \$26,448.50         \$412,596.60         \$34,363.05         \$306,995.00         \$25,582.92         \$306,995.00         \$25,582.92           2029         \$317,382         \$26,448.50         \$412,596.60         \$34,363.05         \$306,995.00         \$25,582.92         \$306,995.00         \$25,582.92           2029         \$317,382         \$26,643.50         \$44,697.97         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83         \$343,834.00 </td <td></td>												
2023         528,629         \$24,044,08           2024         \$317,382         \$26,446,50           2026         \$317,382         \$26,446,50           2027         \$317,382         \$26,446,50           2028         \$317,382         \$26,446,50           2029         \$317,382         \$26,446,50           2020         \$317,382         \$26,446,50           2021         \$317,382         \$26,446,50           2022         \$349,120         \$29,093,33           \$26,903,33         \$553,375,58         \$44,697,97         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83           2021         \$349,120         \$29,093,33         \$553,375,58         \$44,697,97         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00		· · ·										
2024         \$317.382         \$158,091         \$26,448.50           2025         \$317.382         \$26,448.50         \$412,596.60         \$34,383.05         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22           2026         \$317.382         \$26,448.50         \$412,596.60         \$34,383.05         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$25,582.22         \$306,995.00         \$26,552.83         \$343,834.00         \$26,552.83         \$343,834.00         \$26,552.83         \$343,834.00         \$26,552.83         \$343,834.00         \$28,552.20         \$343,834.00         \$28,552.20         \$343,834.00         \$28,552.20         \$343,834.00         \$28,552.20         \$343,834.00         \$28,552.23         \$343,834.00         \$28,552.20         \$343,834.00         \$28,552.23         \$343,834.00         \$28,552.20         \$343,834.00         \$28,552.20         \$343,834.00         \$28,552.20         \$343,834.00	1											
2025         \$317,382         \$158,691         \$26,448.00         \$412,596.60         \$34,363.05         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,582.22         \$306,995.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.00         \$2,652.83         \$343,834.02         \$332,002.67         \$697,288.25 <td><u> </u></td> <td></td>	<u> </u>											
2026         3317,382         \$26,448,50         \$412,596,60         S34,383,05         \$306,995,00         \$25,582,92         \$308,91,00         \$28,552,83         \$343,834,00         \$28,552,83         \$343,834,00         \$28,552,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,652,83         \$343,834,00         \$28,552,83         \$343,834,00         \$28,552,83         \$343,834,00         \$28,2652,83         \$343,834,			\$158,691									
2027       \$317.382       \$26,448.60       \$412,566.60       \$34,383.05       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$306,985.00       \$25,582.92       \$304,832.400       \$28,652.83       \$304,834.00       \$28,652.8					\$412,596.60	\$34,383.05	\$	306,995.00	\$ 25,582.92	\$	306,995.00	\$ 25,582
2029         \$349,120         \$29,093.33         \$536,375.58         \$44,697.97         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652           2031         \$349,120         \$20,093.33         \$536,375.58         \$44,697.97         \$343,834.00         \$28,652.83         \$335,040.00         \$2					\$412,596.60	\$34,383.05	\$					
2030       \$349,120       \$29,093.33       \$536,375.58       \$44,697.37       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83         2031       \$349,120       \$29,093.33       \$556,375.58       \$44,697.37       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83         2033       \$349,120       \$29,093.33       \$556,375.58       \$44,697.37       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83         2034       \$334,032       \$32,002.67       \$6697,288.25       \$\$84,107.35       \$385,094.00       \$32,001.17       \$385,094.00       \$32,001.75       \$385,094.00       \$32,00	2028	\$317,382		\$26,448.50	\$412,596.60	\$34,383.05	\$	306,995.00	\$ 25,582.92	\$	306,995.00	\$ 25,582
2031       \$349,120       \$29,093,33       \$536,375.58       \$44,697.97       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$34,384.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,634.00       \$28,652.83       \$343,634.00       \$28,652.83       \$343,634.00       \$28,652.83       \$343,634.00       \$28,652.83       \$343,634.00       \$28,652.83       \$343,634.00       \$28,652.83       \$343,634.00       \$28,652.83       \$343,630.20       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17 <t< td=""><td>2029</td><td>\$349,120</td><td></td><td>\$29,093.33</td><td>\$536,375.58</td><td>\$44,697.97</td><td>\$</td><td>343,834.00</td><td>\$ 28,652.83</td><td>\$</td><td>343,834.00</td><td>\$ 28,652</td></t<>	2029	\$349,120		\$29,093.33	\$536,375.58	\$44,697.97	\$	343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2032       \$349,120       \$29,093.33       \$556,375.58       \$44,697.97       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$28,652.83       \$343,834.00       \$32,091.17       \$385,094.00       \$32,091.17	2030	\$349,120		\$29,093.33	\$536,375.58	\$44,697.97	\$	343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2033         \$349,120         \$29,093.33         \$536,375.58         \$44,697.97         \$343,834.00         \$28,652.83         \$343,834.00         \$28,652.83           2034         \$334,032         \$32,002.67         \$697,288.25         \$55,107.35         \$385,094.00         \$32,091.17         \$385,094.00 <td< td=""><td>2031</td><td>\$349,120</td><td></td><td>\$29,093.33</td><td>\$536,375.58</td><td>\$44,697.97</td><td>\$</td><td>343,834.00</td><td>\$ 28,652.83</td><td>\$</td><td>343,834.00</td><td>\$ 28,652</td></td<>	2031	\$349,120		\$29,093.33	\$536,375.58	\$44,697.97	\$	343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2034         \$384,032         \$32,002.67         \$697,288.25         \$53,107.35         \$385,094.00         \$32,091.17         \$385,094.	2032	\$349,120		\$29,093.33	\$536,375.58	\$44,697.97	\$	343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2035       \$384,032       \$32,002.67       \$697,288.25       \$53,107.35       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$431,306.00       \$35,942.17       \$431,306.00       \$32,991.17       \$431,306.00       \$32,991.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17	2033	\$349,120		\$29,093.33	\$536,375.58	\$44,697.97	\$	343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2036       \$324,032       \$32,002.67       \$697,288.25       \$58,107.35       \$385,094.00       \$32,091.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17	2034	\$384,032		\$32,002.67	\$697,288.25	\$58,107.35	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2037       \$384,032       \$32,002.67       \$697,288.25       \$53,107.35       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$385,094.00       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$32,091.17       \$441,000.0       \$35,942.17       \$441,000.0       \$35,942.17       \$441,000.00       \$35,942.17       \$431,000.00       \$35,942.17       \$431,000.00       \$35,942.17       \$431,000.00       \$35,942.17       \$431,000.00       \$35,942.17       \$431,000.00       \$35,942.17       \$431,000.00       \$35,942.17       \$431,000.00       \$40,255       \$35,9	2035	\$384,032		\$32,002.67	\$697,288.25	\$58,107.35	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2038         \$384,032         \$32,002.67         \$697,288.25         \$53,107.35         \$385,094.00         \$32,091.17         \$385,094.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$431,306.00         \$32,091.17         \$4996,931.00           \$5,199,032         Total Anticipated Rent from 6 months in 2025, plus 2026 to 2039         \$506,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2040         \$506,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2041         \$506,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2042         \$506,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2043         \$11,78,417.15         \$98,201.43         \$433,062.00         \$40,255.17         \$433,062.00         \$40,255.17	2036	\$384,032		\$32,002.67	\$697,288.25			385,094.00	\$ 32,091.17	\$		
2039         \$422,435         \$35,202.93         \$906,474.73         \$75,539.56         \$385,094.00         \$32,091.17         \$431,306.00         \$35,942           \$5,040,341         \$6,040,341         \$8,312,583.70         \$4,950,719.00         \$4,996,931.00           \$5,199,032         Total Anticipated Rent from 6 months in 2025 to 2039         \$506,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2040         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2041         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2042         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2041         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2042         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2044         \$11,78,417.15         \$98,201.43         \$483,062.00         \$40,255.17         \$483,062.00         \$40,255.17         \$483,062.00         \$40,255.17         \$483,062.0	2037	\$384,032		\$32,002.67	\$697,288.25	\$58,107.35	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
\$5,040,341         \$8,312,583.70         \$4,950,719.00         \$4,996,931.00           \$5,199,032         Total Anticipated Rent from 6 months in 2025, plus 2026 to 2039         \$55,040,747.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942.17           2040         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942.17           2041         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942.17           2042         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942.17           2043         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942.17           2044         \$11,178,417.15         \$98,201.43         \$483,062.00         \$40,255.17         \$483,062.00         \$40,255.17           2045         \$11,178,417.15         \$98,201.43         \$483,062.00         \$40,255.17         \$483,062.00         \$40,255.17           2046         \$11,178,417.15         \$98,201.43         \$483,062.00         \$40,255.17         \$483,062.00         \$40,255.17           2047         \$11,178,417.15         \$98,201.43         \$483,0	2038	\$384,032		\$32,002.67	\$697,288.25	\$58,107.35	\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
Total Anticipated Rent from 2026 to 2039           \$5,199,032           Total Anticipated Rent from 6 months in 2025, plus 2026 to 2039           2040         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2041         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2042         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2043         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2044         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$35,942           2043         \$906,474.73         \$75,539.56         \$431,306.00         \$35,942.17         \$431,306.00         \$40,255           2044         \$11,78,417.15         \$98,201.43         \$483,062.00         \$40,255.17         \$483,062.00         \$40,255           2045         \$11,78,417.15         \$98,201.43         \$483,062.00         \$40,255.17         \$483,062.00         \$40,255           2044         \$11,78,417.15         \$98,201.43         \$483,062.00         \$40,255.17 <td>2039</td> <td>\$422,435</td> <td></td> <td>\$35,202.93</td> <td>\$906,474.73</td> <td>\$75,539.56</td> <td>\$</td> <td>385,094.00</td> <td>\$ 32,091.17</td> <td>\$</td> <td>431,306.00</td> <td>\$ 35,942</td>	2039	\$422,435		\$35,202.93	\$906,474.73	\$75,539.56	\$	385,094.00	\$ 32,091.17	\$	431,306.00	\$ 35,942
2041       \$906,474.73       \$75,539.56       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17         2042       \$906,474.73       \$75,539.56       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17         2043       \$906,474.73       \$75,539.56       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17         2043       \$906,474.73       \$75,539.56       \$431,306.00       \$35,942.17       \$431,306.00       \$35,942.17         2044       \$11,178,417.15       \$98,201.43       \$483,062.00       \$40,255.17       \$483,062.00       \$40,255         2045       \$11,178,417.15       \$98,201.43       \$483,062.00       \$40,255.17       \$483,062.00       \$40,255         2046       \$11,78,417.15       \$98,201.43       \$483,062.00       \$40,255.17       \$483,062.00       \$40,255         2047       \$11,78,417.15       \$98,201.43       \$483,062.00       \$40,255.17       \$483,062.00       \$40,255         2048       \$11,78,417.15       \$98,201.43       \$483,062.00       \$40,255.17       \$483,062.00       \$40,255         2049       \$1,531,942.29       \$127,661.86       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085.83       \$	l	2025, plus 2026	5 to 2039	6								
2043\$906,474.73\$75,539.56\$431,306.00\$ 35,942.17\$431,306.00\$ 35,9422044\$1,178,417.15\$98,201.43\$483,062.00\$ 40,255.17\$483,062.00\$ 40,2552045\$1,178,417.15\$98,201.43\$483,062.00\$ 40,255.17\$483,062.00\$ 40,2552046\$1,178,417.15\$98,201.43\$483,062.00\$ 40,255.17\$483,062.00\$ 40,2552047\$1,178,417.15\$98,201.43\$483,062.00\$ 40,255.17\$483,062.00\$ 40,2552048\$1,178,417.15\$98,201.43\$483,062.00\$ 40,255.17\$483,062.00\$ 40,2552049\$1,531,942.29\$127,661.86\$\$ 541,030.00\$ 45,085.83\$\$ 541,030.00\$ 45,0852050\$1,531,942.29\$52,204.65\$\$ 541,030.00\$ 45,085.83\$\$ 541,030.00\$ 45,0852051\$1,531,942.29\$52,204.65\$\$ 541,030.00\$ 45,085.83\$\$ 541,030.00\$ 45,0852052\$1,531,942.29\$52,204.65\$ 541,030.00\$ 45,085.83\$ 541,030.00\$ 45,0852053\$1,531,942.29\$52,204.65\$ 541,030.00\$ 45,085.83\$ 541,030.00\$ 45,0852054\$1,531,942.29\$52,204.65\$ 541,030.00\$ 45,085.83\$ 541,030.00\$ 45,0852053\$1,531,942.29\$52,204.65\$ 541,030.00\$ 45,085.83\$ 541,030.00\$ 45,0852054\$1,991,524.98 <td></td> <td>2025, plus 2026</td> <td>5 to 2039</td> <td>-</td> <td>\$906,474,73</td> <td>\$75,539,56</td> <td>\$</td> <td>431,306.00</td> <td>\$ 35.942.17</td> <td>\$</td> <td>431.306.00</td> <td>\$ 35,942</td>		2025, plus 2026	5 to 2039	-	\$906,474,73	\$75,539,56	\$	431,306.00	\$ 35.942.17	\$	431.306.00	\$ 35,942
2044\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,2552045\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,2552046\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,2552047\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,2552048\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,2552049\$1,531,942.29\$127,661.86\$541,030.00\$45,085.83\$541,030.00\$45,0852050\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852051\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852052\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852053\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852054\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08\$605,953.00\$50,4962055\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08\$605,953.00\$50,4962055\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08\$605,953.00\$50,4962055\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08\$605,953.00\$50,4962055\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08 <td< td=""><td>2040</td><td>2025, plus 2026</td><td>5 to 2039</td><td></td><td></td><td></td><td></td><td></td><td>• •</td><td>1 °</td><td></td><td></td></td<>	2040	2025, plus 2026	5 to 2039						• •	1 °		
2045\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,2552046\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,255.172047\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,255.172048\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,255.172049\$1,531,942.29\$127,661.86\$541,030.00\$45,085.83\$541,030.00\$45,085.832050\$1,531,942.29\$52,204.65\$\$41,030.00\$45,085.83\$541,030.00\$45,085.832051\$1,531,942.29\$52,204.65\$\$541,030.00\$45,085.83\$\$541,030.00\$45,085.832052\$1,531,942.29\$52,204.65\$\$541,030.00\$45,085.83\$\$541,030.00\$45,085.832053\$1,531,942.29\$52,204.65\$\$541,030.00\$45,085.83\$\$541,030.00\$45,085.832053\$1,531,942.29\$52,204.65\$\$541,030.00\$45,085.83\$\$541,030.00\$45,085.832053\$1,531,942.29\$52,204.65\$\$541,030.00\$45,085.83\$\$541,030.00\$45,085.832054\$1,991,524.98\$165,960.42\$\$605,953.00\$50,496.08\$\$605,953.00\$50,496.82055\$1,991,524.98\$165,960.42\$\$605,953.00\$50,496.08\$ <t< td=""><td>2040 2041</td><td>2025, plus 2026</td><td>5 to 2039</td><td>-</td><td>\$906,474.73</td><td>\$75,539.56</td><td>\$</td><td>431,306.00</td><td>\$ 35,942.17</td><td>\$</td><td>431,306.00</td><td>\$ 35,942</td></t<>	2040 2041	2025, plus 2026	5 to 2039	-	\$906,474.73	\$75,539.56	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942
2046\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,255.172047\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,255.172048\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,255.172049\$1,531,942.29\$127,661.86\$541,030.00\$45,085.83\$541,030.00\$45,0852050\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852051\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852052\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852053\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852053\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852053\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852053\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852053\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852054\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08\$605,953.00\$50,496.082055\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08\$605,953.00\$50,496.082055\$1,991,524.98\$165,960.42\$605,953.00\$50,4	2040 2041 2042	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73	\$75,539.56 \$75,539.56	\$ \$	431,306.00 431,306.00	\$ 35,942.17 \$ 35,942.17	\$	431,306.00 431,306.00	\$ 35,942 \$ 35,942
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2048\$1,178,417.15\$98,201.43\$483,062.00\$40,255.17\$483,062.00\$40,2552049\$1,531,942.29\$127,661.86\$541,030.00\$45,085.83\$541,030.00\$45,0852050\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852051\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852052\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852053\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852054\$1,531,942.29\$52,204.65\$541,030.00\$45,085.83\$541,030.00\$45,0852054\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08\$605,953.00\$50,496.082055\$1,991,524.98\$165,960.42\$605,953.00\$50,496.08\$605,953.00\$50,496.08	2040 2041 2042 2043 2044 2045	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 <b>\$11,178,417.15</b> <b>\$11,178,417.15</b>	\$75,539.56 \$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43	\$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17	\$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255
2049       \$1,531,942.29       \$127,661.86       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2050       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2051       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2052       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2052       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2052       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2053       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2053       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085       \$541,030.00       \$45,085         2054       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085       \$605,953.00       \$50,496.08       \$605,953.00       \$50,496.08       \$605,953.00       \$50,496.08       \$605,953.00       \$50,496.08       \$605,953.00       \$50,496.08       \$605,953.00       \$50,496.08 <t< td=""><td>2040 2041 2042 2043 2044 2045 2046</td><td>2025, plus 2026</td><td>5 to 2039</td><td></td><td>\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15</td><td>\$75,539.56 \$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43</td><td>\$ \$ \$ \$ \$</td><td>431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00</td><td>\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17</td><td>\$ \$ \$ \$ \$ \$ \$ \$ \$</td><td>431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00</td><td>\$ 35,942. \$ 35,942. \$ 35,942. \$ 40,255. \$ 40,255. \$ 40,255.</td></t<>	2040 2041 2042 2043 2044 2045 2046	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15	\$75,539.56 \$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43	\$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17	\$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00	\$ 35,942. \$ 35,942. \$ 35,942. \$ 40,255. \$ 40,255. \$ 40,255.
2050       \$1,531,942.29       \$52,204.65       \$ 541,030.00       \$45,085.83       \$ 541,030.00       \$45,085         2051       \$1,531,942.29       \$52,204.65       \$ 541,030.00       \$45,085.83       \$ 541,030.00       \$45,085         2052       \$1,531,942.29       \$52,204.65       \$ 541,030.00       \$45,085.83       \$ 541,030.00       \$45,085         2053       \$1,531,942.29       \$52,204.65       \$ 541,030.00       \$45,085.83       \$ 541,030.00       \$45,085         2053       \$1,531,942.29       \$52,204.65       \$ 541,030.00       \$45,085.83       \$ 541,030.00       \$45,085         2054       \$1,991,524.98       \$165,960.42       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00       \$50,496.08       \$ 605,953.00 <t< td=""><td>2040 2041 2042 2043 2044 2045 2045 2046 2047</td><td>2025, plus 2026</td><td>5 to 2039</td><td></td><td>\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15</td><td>\$75,539.56 \$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43</td><td>\$ \$ \$ \$ \$</td><td>431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00</td><td>\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17</td><td>\$ \$ \$ \$ \$ \$ \$ \$ \$</td><td>431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00</td><td>\$ 35,942. \$ 35,942. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255.</td></t<>	2040 2041 2042 2043 2044 2045 2045 2046 2047	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15	\$75,539.56 \$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43	\$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17	\$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00	\$ 35,942. \$ 35,942. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255.
2051       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2052       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2053       \$1,531,942.29       \$52,204.65       \$541,030.00       \$45,085.83       \$541,030.00       \$45,085         2054       \$1,991,524.98       \$165,960.42       \$605,953.00       \$50,496.08       \$605,953.00	2040 2041 2042 2043 2044 2045 2045 2046 2047 2048	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15	\$75,539.56 \$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43	\$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00	\$ 35,942. \$ 35,942 \$ 35,942 \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255.
2052       \$1,531,942.29       \$52,204.65       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       541,030.00       \$45,085.83       \$       504,080.83       \$       504,080.83       \$       504,080.83       \$       504,080.83       \$       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       605,953.00       \$50,496.08       \$       \$       605,953.00       \$50,496.08       \$       \$       \$       \$	2040 2041 2042 2043 2044 2045 2046 2046 2047 2048 2049	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29	\$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43	\$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00	\$ 35,942. \$ 35,942. \$ 35,942. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255.
2053         \$1,531,942.29         \$52,204.65         \$         541,030.00         \$ 45,085.83         \$         541,030.00         \$ 45,085           2054         \$1,991,524.98         \$165,960.42         \$         605,953.00         \$ 50,496.08         \$	2040 2041 2042 2043 2044 2045 2045 2046 2047 2048 2049 2050	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29	\$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085
2054       \$1,991,524.98       \$165,960.42       \$605,953.00       \$50,496.08       \$605,953.00       \$50,496         2055       \$1,991,524.98       \$165,960.42       \$605,953.00       \$50,496.08       \$605,953.00       \$50,496	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29	\$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$127,661.86 \$52,204.65 \$52,204.65	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.13 \$ 45,085.83 \$ 45,085.83	\$ \$ \$ <b>\$</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085
2055 \$1,991,524.98 \$165,960.42 \$ 605,953.00 \$ 50,496.08 \$ 605,953.00 \$ 50,496	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2051 2052	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29	\$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$127,661.86 \$52,204.65 \$52,204.65 \$52,204.65	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.13 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83	\$ \$ \$ <b>\$ \$ \$ \$</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00	\$ 35,942. \$ 35,942. \$ 35,942. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 45,085. \$ 45,085. \$ 45,085. \$ 45,085.
	2040 2041 2042 2043 2044 2045 2045 2046 2047 2048 2049 2050 2051 2052 2052 2053	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29	\$75,539.56 \$75,539.56 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$98,201.43 \$127,661.86 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83	****	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085
	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	<b>\$</b> <b>\$</b> <b>\$</b> <b>\$</b> <b>\$</b> <b>\$</b> <b>\$</b> <b>\$</b> <b>\$</b> <b>\$</b>	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	***	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
	2040 2041 2042 2043 2044 2045 2046 2045 2046 2047 2048 2049 2050 2051 2052 2053 2053	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 5,085 \$ 45,085 \$ 5,085 \$ 5,085\$\$ 5,0
	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
	2040 2041 2042 2043 2044 2045 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
	2040 2041 2042 2043 2044 2045 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942 \$ 35,942 \$ 35,942 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 40,255 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 45,085 \$ 50,496
	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942. \$ 35,942. \$ 35,942. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 45,085. \$ 45,085.
	2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054	2025, plus 2026	5 to 2039		\$906,474.73 \$906,474.73 \$906,474.73 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,178,417.15 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,531,942.29 \$1,991,524.98 \$1,991,524.98	\$75,539.56 \$75,539.56 \$98,201.43 \$92,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65 \$52,204.65	* * * * * * * * * * * * * * * * * * *	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942.17 \$ 35,942.17 \$ 35,942.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 40,255.17 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 45,085.83 \$ 50,496.08	****	431,306.00 431,306.00 483,062.00 483,062.00 483,062.00 483,062.00 483,062.00 541,030.00 541,030.00 541,030.00 541,030.00 541,030.00 605,953.00 8,057,590.00	\$ 35,942. \$ 35,942. \$ 35,942. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 40,255. \$ 45,085. \$ 45,085.

Year         2           2014         2015           2016         2017           2018         2019           2020         2021           2022         2022	Annual Rent \$262,299 \$262,299 \$262,299 \$262,299	6 months Rent	Monthly Rent	Per Year	Per Month		B 1/	Barr Marante	1	Beelfeer	1
2015 2016 2017 2018 2019 2020 2021	\$262,299 \$262,299		ADA APA AP		reretona	I	Per Year	Per Month		Per Year	Per Mon
2016 2017 2018 2019 2020 2021	\$262,299		\$21,858.25								·
2017 2018 2019 2020 2021			\$21,858.25								
2017 2018 2019 2020 2021			\$21,858.25								
2018 2019 2020 2021	320Z.233 I		\$21,858.25								
2019 2020 2021	\$262,299		\$21.858.25								
2020 2021	\$288,529		\$24,044.08								
2021	\$288,529		\$24,044.08								
	\$288,529		\$24.044.08								
20122	\$288,529		\$24,044.08								
2023	\$288,529		\$24,044.08								
2024	\$317,382		\$26,448.50						⊢		
2025	\$317,382	\$158,691	\$26,448.50								
2025	\$317,382	\$136,631	\$26,448.50	\$380,858.40	\$31,738.20	\$	306,995.00	\$ 25,582.92	s	306,995.00	\$ 25,582
2020	\$317,382		\$26,448.50	\$380,858.40		\$	306,995.00	\$ 25,582.92	\$	306,995.00	\$ 25,562
2027	\$317,382		\$26,448.50	\$380,858.40		s S	306,995.00		1 ·	306,995.00	\$ 25,562
			\$29,093.33			<u>*</u> \$	-		\$		
2029	\$349,120		****	\$457,030.08			343,834.00		\$	343,834.00	\$ 28,652
2030	\$349,120		\$29,093.33	\$457,030.08		\$	343,834.00		\$	343,834.00	\$ 28,652
2031	\$349,120		\$29,093.33	\$457,030.08		\$	343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2032	\$349,120		\$29,093.33	\$457,030.08	+	\$	343,834.00	\$ 28,652.83	\$	343,834.00	\$ 28,652
2033	\$349,120		\$29,093.33	\$457,030.08		\$	343,834.00		\$	343,834.00	\$ 28,652
2034	\$384,032		\$32,002.67	\$548,436.10		\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2035	\$384,032		\$32,002.67	\$548,436.10		\$	385,094.00		\$	385,094.00	\$ 32,091
2036	\$384,032		\$32,002.67	\$548,436.10		\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2037	\$384,032		\$32,002.67	\$548,436.10		\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2038	\$384,032		\$32,002.67	\$548,436.10		\$	385,094.00	\$ 32,091.17	\$	385,094.00	\$ 32,091
2039	\$422,435		\$35,202.93	\$658,123.32		\$	385,094.00	\$ 32,091.17	\$	431,306.00	\$ 35,942
	\$5,040,341			\$6,828,029.40		\$	4,950,719.00		\$	4,996,931.00	
		d Rent from 2026 to	0 2039								
	\$5,199,032										
	-	d Rent from 6 mont	hs in								
20	025, plus 2026	to 2039									
2040				\$658,123.32	\$54,843.61	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942
2041				\$658,123.32	\$54,843.61	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942
2042				\$658,123.32	\$54,843.61	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942
2043				\$658,123.32	\$54,843.61	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942
2044				\$789,747.98	\$65,812.33	\$	483,062.00	\$ 40,255.17	\$	483, <b>062</b> .00	\$ 40,255
2045				\$789,747.98	\$65,812.33	\$	483,062.00	\$ 40,255.17	\$	483,062.00	\$ 40,255
2046				\$789,747.98	\$65,812.33	\$	483,062.00	\$ 40,255.17	\$	483,062.00	\$ 40,255
2047				\$789,747.98	\$65,812.33	\$	483,062.00	\$ 40,255.17	\$	483,062.00	\$ 40,255
2048				\$789,747.98	\$65,812.33	\$	483,062.00	\$ 40,255.17	\$	483,062.00	\$ 40,255
2049				\$947,697.57	\$78,974.80	\$	541,030.00	\$ 45,085.83	\$	541,030.00	\$ 45,085
2050				\$947,697.57	\$52,204.65	\$	541,030.00	\$ 45,085.83	\$	541,030.00	\$ 45,085
2051				\$947,697.57	\$52,204.65	\$	541,030.00	\$ 45,085.83	\$	541,030.00	\$ 45,085
2052			1	\$947,697.57	\$52,204.65	\$	541,030.00	\$ 45,085.83	\$	541,030.00	\$ 45,085
2053				\$947,697.57	\$52,204.65	\$	541,030.00	\$ 45,085.83	\$	541,030.00	\$ 45,085
2054				\$1,137,237.09	\$94,769.76	\$	605,953.00	\$ 50,496.08	\$	605,953.00	\$ 50,496
2055				\$1,137,237.09	\$94,769.76	\$	605,953.00	\$ 50,496.08	\$	605,953.00	\$ 50,496
			I	\$13,594,195.20		\$	8,057,590.00		\$	8,057,590.00	

Year         A           2014         2015           2017         2017           2018         2019           2019         2020           2020         2021           2021         2022           2022         2023           2025         2025           2026         2027           2028         2029           2030         2031           2032         2033           2034         2035	nnual Rent \$262,299 \$262,299 \$262,299 \$262,299 \$262,299 \$262,299 \$288,529 \$288,529 \$288,529 \$288,529 \$288,529 \$288,529 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382 \$317,382	6 months Rent	Monthly Rent \$21,858.25 \$21,858.25 \$21,858.25 \$21,858.25 \$21,858.25 \$24,044.08 \$24,044.08 \$24,044.08 \$24,044.08 \$24,044.08 \$24,044.08 \$26,448.50	Per Year	Per Month		Per Year	Per Month		Per Year	Per Mont
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2029 2030 2031 2032 2033 2034	\$349,120		\$26,448.50	\$355,467.84	\$29,622.32	\$		\$ 25,582.92	\$	306,995.00	\$ 25,582.
2030 2031 2032 2033 2034	\$349,120		\$29,093.33	\$398,123.98	\$33,177.00			\$ 28,652.83	\$	343,834.00	\$ 28,652.
2031 2032 2033 2034			\$29,093.33	\$398,123.98	\$33,177.00			\$ 28,652.83	\$	343,834.00	\$ 28,652.
2032 2033 2034	\$349,120		\$29,093.33	\$398,123.98	\$33,177.00			\$ 28,652.83	\$	343,834.00	\$ 28,652.
2033 2034	\$349,120		\$29,093.33	\$398,123.98	\$33,177.00			\$ 28,652.83	\$	343,834.00	\$ 28,652.
2034	\$349,120		\$29,093.33	\$398,123.98		\$		\$ 28,652.83	\$	343,834.00	\$ 28,652.
	\$384,032		\$32,002.67	\$445,898.86	\$37,158.24	_			\$	385,094.00	\$ 32,091.
	\$384,032		\$32,002.67	\$445,898.86	\$37,158.24	\$		\$ 32,091.17	ŝ	385,094.00	\$ 32,091.
2036	\$384,032		\$32,002.67	\$445,898.86	\$37,158.24	ŝ		\$ 32,091.17	ŝ	385,094.00	\$ 32,091.
2037	\$384,032		\$32,002.67	\$445,898.86	\$37,158.24	ŝ		\$ 32,091.17	ŝ	385,094.00	\$ 32,091.
2038	\$384,032		\$32,002.67	\$445,898.86	\$37,158.24	\$		\$ 32,091.17	\$	385,094.00	\$ 32,091.
2039	\$422,435	I	\$35,202.93	\$499,406.72	\$41,617.23	\$		\$ 32,091.17	\$	431,306.00	\$ 35,942.
	5.040,341			\$5,785,924.44	• • • • • • • • • • • • • • • • • • • •	\$	4,950,719.00		\$	4,996,931.00	• • • • • • • •
		d Rent from 2026 to	12039	00,000,024.44		*	100011 20100			-1000,002.00	
	5.199,032		2000								
		Rent from 6 mont	hšio								
	25, plus 2026										
				1							
2040				\$499,406.72	\$41,617.23	\$	431,306.00	\$ 35,942.17	ŝ	431,306.00	\$ 35,942.
2041				\$499,406.72	\$41,617.23				\$	431,306.00	\$ 35,942.
2042				\$499,406.72	\$41,617.23	\$		-	\$	431,306.00	•
2043				\$499,406.72	\$41,617.23	\$	431,306.00	\$ 35,942.17	\$	431,306.00	\$ 35,942.2
2044				\$559,335.53	\$46,611.29	\$	483,062.00	\$ 40,255.17	\$	483,062.00	\$ 40,255.
2045				\$559,335.53	\$46,611.29	\$	483,062.00	\$ 40,255.17	\$	483,062.00	\$ 40,255.1
2046				\$559,335.53	\$46,611.29	\$	483,062.00	\$ 40,255.17	\$	483,062.00	\$ 40,255.
2040				\$559,335.53	\$46,611.29	\$	483,062.00	\$ 40,255.17	\$		\$ 40,255.
2047				\$559,335.53	\$46,611.29	\$	483,062.00		\$		\$ 40,255.
2040				\$626,455.79	\$52,204.65	\$		\$ 45,085.83	\$		\$ 45,085.
2049				\$626,455.79	\$52,204.65	\$	541,030.00	\$ 45,085.83	\$		\$ 45,085.
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2053											\$ 45,085.8
				\$701,630.49	\$58,469.21	\$	605,953.00		\$		\$ 50,496.0
2055				\$701,630.49	\$58,469.21	\$		\$ 50,496.08	\$		\$ 50,496.
				\$9,329,844.46		\$	8,057,590.00		\$	8,057,590.00	
				\$15,115,768.89		\$ 3	13,008,309.00		\$	13,054,521.00	

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(2) be a Suruhana or Suruhanu, or an apprentice, or a student of traditional Chamorro medicines.

Preference shall be given to an applicant who meets more than one (1) of the qualifications in this Subsection.

### § 75A122. Commercial Leases and Licenses.

(a) Definitions.

(1) "Commercial lease" is a leasehold interest in real property between the CLTC and a tenant (hereinafter referred to as "Commercial Lessee") for the commercial use of real property under the management of the CLTC.

(2) "Commercial license" is an agreement between a tenant (hereinafter referred to as the "Commercial Licensee") and the CLTC which permits certain activity to be conducted upon real property in the inventory of the CLTC, but does not confer upon the licensee any title or leasehold interest, and is terminable upon cessation of the approved activity. Pursuant to § 75A107(c) of Chapter 75A, Title 21 GCA, the Commission is authorized to grant licenses for terms not to exceed twenty-one (21) years in each case, to:

(A) public utility companies, or corporations as telephone lines, electric power and light lines, gas mains, and the like; or

(B) for lots within a village in which lands are leased under the provisions § 75A107(a) of Chapter 75A, Title 21 GCA, to:

(i) churches, hospitals, public schools, post offices, and other improvements for public purposes; or

(ii) theaters, garages, service stations, markets, stores, and other mercantile establishments (all of which shall be owned by the § 75107(a) lessees of the Commission or by organizations formed and controlled by said lessees).

(3) "Commercial use" means commercial agriculture, commercial aquaculture, and any permitted use or a conditional use expressly allowed on an "A," "R1," "R2," "C," "P," "S-1," or "PF" zoned property pursuant to §§ 61304, 61305, 61306, 61307,61308, 61312 and 61313 of Article 3, Chapter 61 of Title 21 GCA. Commercial use includes mineral extraction when specifically approved by the CLTC and *I Liheslaturan Gudhan*. The appropriate regulatory clearances will be required for all commercial uses of CLTC lands.

(4) "Tenant" means an applicant who has been approved for either a commercial lease or license, and can also be referred to as a "Commercial Lessee or Commercial Licensee" in this Act.

(b) Designation of Available Land for Commercial Use.

(1) Notwithstanding § 75A107(f) of Chapter 75A of Title 21, Guam Code Annotated, and Section 6.9 of Exhibit A of Public Law 23-038, the CLTC may declare and designate that certain lands, not to exceed nine percent (9%) of the total remaining unassigned Chamorro Land Trust Commission land area inventory, "are not required for § 75107 leases to native Chamorros for residential, subsistence agriculture, or subsistence aquaculture, and are available for commercial leasing or licensing to the general public pursuant to § 75105(d) of Chapter 75, Title 21 GCA." Said declaration shall be in the form of a Board Resolution approved by the Commissioners at a duly scheduled meeting of the CLTC held after a CLTC public hearing on the specific lot and area of land to be designated. The approved CLTC resolution shall be transmitted to *I Liheslaturan Guåhan* within thirty (30) days from the date of passage of the resolution.

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(2) I Liheslaturan Guåhan shall have sixty (60) days to review the Resolution declaring the list of available lots identified in this Subsection, and may conduct public hearings on said lot list during this sixty (60)-day period.

(3) The lots identified in this Subsection may be leased or licensed by the CLTC to the general public pursuant to § 75A105(d) of Chapter 75A of Title 21, Guam Code Annotated, for commercial use and for a term not to exceed twenty-five (25) years; or licensed pursuant to § 75A107(c) of Chapter 75A, Title 21, Guam Code Annotated, for a term not to exceed twenty-one (21) years, unless otherwise approved by *I Liheslaturan Guåhan* for a longer term.

(4) The CLTC shall not initiate any solicitations for commercial leasing or licensing until at least sixty (60) days have elapsed from the date *I Liheslaturan Guåhan* received the transmittal of the CLTC Resolution and list in accordance with this Section.

(5) Notwithstanding § 75A105(b) of Chapter 75A of Title 21, Guam Code Annotated, all income arising out of any lease or license of those properties declared in this Subsection shall be credited to and deposited in the Chamorro Land Trust Survey and Infrastructure Fund, and the Chamorro Home Loan Fund in allocated amounts determined by the CLTC through the adoption of a resolution.

(6) Any solicitation for interest or proposals, prior to the enactment of this Act, for commercial activity on CLTC land with the intent of entering into a commercial lease shall be null and void.

(c) Lease Agreement Stipulations. The execution of commercial lease agreements or licenses of the available properties identified pursuant to this Section shall be subject, at a minimum, to the following stipulations:

(1) Notice of Land Designated to be Available for Commercial Use. Solicitation for the leasing or licensing of land designated as available for commercial use shall be published at least thirty (30) days prior to the deadline for submittal of proposals from prospective lessees or licensees. Notice shall be posted on the websites of the CLTC and the Department of Land Management (DLM) continuously, and through any methods of electronic publication capable of providing notice to the general public, and at least once in a newspaper of general circulation.

(2) Award of Lease through Competitive Bid. The lease or license for the commercial use of CLTC land designated as available for commercial activity shall be awarded through a competitive bid process to entities determined to be responsible and responsive, as defined in Guam's procurement law, to the requirements stipulated by the CLTC. However, in the event that a designated available land has an existing commercial activity by virtue of a previous authorization, this Act shall not be interpreted to invalidate existing commercial leases or licenses where lessee or licensee has not defaulted during the entire term of the lease or license, and lessee or licensee has complied with the laws of Guam. At the expiration of a lease or license, and all options to renew that lease or license, the CLTC shall reconsider its designation as available land and comply with all other provisions of this Act.

(3) Unsolicited Proposals. The CLTC may also accept unsolicited proposals for the development and commercialization of CLTC land designated as available for commercial use, but must subsequently place such proposals to competitive solicitation.

(4) Posting of Awards. Awards of leases and licenses shall be posted, within five (5) working days from the date of award, on the CLTC and DLM websites for the term of the lease.

(5) Minimum Annual Rent. Annual rent shall be no less than ten percent (10%) of the current appraisal of fair market value of the land that is to be leased. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value of the land being

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leased, but in no event shall rent be lower than the rent charged during the previous five (5) year period. The rent to be charged on any request to exercise an option to renew an existing lease shall also be based on the current appraisal of the fair market value of the land at the time the option to renew is exercised.

(6) Participation Rent.

(A) Definition. The tenant pays to the CLTC a mutually agreed upon percentage of the revenues generated above a mutually agreed upon revenue threshold.

(B) Applicability. Participation rent shall be applicable from the fifth (5th) anniversary date to the last day of the lease. The annual participation rent shall be made in four (4) equal quarterly installments.

(7) Advance Rental Payment. CLTC may require accelerated or advanced rental payments as a condition of the lease.

(8) Rent Amendments and Payment Schedules. Tenants may submit written requests for temporary reductions in rent. Tenants shall submit audited financial statements covering the previous three (3) year period as supporting documents. CLTC shall consider the current financial position of the tenant and the prospect for improvements in the tenant's financial position, market conditions, the benefit to the Trust in temporarily reducing the rent, and such other information as may be required in considering tenant's request for rent reductions. Any rent reductions authorized by CLTC shall not exceed one (1) year but may, upon written application by the tenant, be extended by the Commission if such extension would be beneficial for the Trust. As temporary rent reductions are intended to assist tenants over a short period of time, tenants must agree in writing that such temporary reductions shall in no way affect the annual amounts due or the schedule of rent escalations for future option terms identified in the lease agreement. Requests for rent reductions shall be subject to Commission approval. The CLTC shall not allow the exercise of options for additional terms unless all past due rent is paid. All amendments of rent and payment schedules shall be fully documented.

(9) Payment Plans. Requests to develop a payment plan for back rent shall be submitted in writing with the reasons for the request. In addition, tenants shall submit a copy of its audited financial statements covering the previous three (3) year period. Payment plans must include a provision for payment of interest on the unpaid balance. In addition, payment plans must contain the requirement that late fees using the industry standard be paid, in the event the lessee does not make payments as scheduled, and if the lessee is not deemed to be in breach of the lease. Financial institutions must be provided with copies of approved payment plans if estoppel, mortgage or other such agreements require such notification. To the extent possible, payment plans for outstanding rent must be paid off within the fiscal year to avoid budgetary problems within CLTC.

(10) Taxes and Assessments. Tenants shall pay all taxes and assessments lawfully levied against the leased premises and against any business conducted thereon or in connection therewith. Tenant shall also pay all charges for utility services furnished or provided to the leased premises.

(11) Interest for Late Payment. All rent 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.

(12) Environmental Site Assessment (ESA). Prospective tenants shall be required to prepare at their own expense, a Phase I Environmental Site Assessment (ESA) of the leased property to serve as a baseline of conditions at the site prior to the start of the lease. The comprehensiveness of the assessment shall be determined by CLTC in collaboration with the Guam Environmental Protection

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Agency. The Phase I ESA shall be referenced in any lease or license agreement for the property. Prior to the issuance of any agreement, tenants or prospective tenants must conduct a Phase I ESA of the site at tenant's expense.

(13) Condition of Land After Use Period. At the end of the lease or license period, or upon termination, tenant shall restore the land to baseline levels established at the start of their lease or license, or better/higher environmental levels agreed upon in the lease or license, and shall bear all expenses relating to such restoration and Phase I and Phase II evaluations. However, in the case where mineral extraction or the extraction of natural resources at the site was authorized initially in the lease or license agreement, the site shall be returned to the CLTC in the better/higher environmental end-state that was agreed upon at the beginning of the lease or license. CLTC shall require that a performance bond be provided to ensure that the property is returned in an acceptable end-state, but that said bond shall not relieve the lessee of the responsibility of returning the land to the required baseline state.

(14) Tenant Requirements. All lease and license agreements shall require tenants and subtenants to have business liability insurance that indemnifies and holds CLTC harmless, and shall require the tenant to respond to CLTC requests for information on a timely basis.

(15) Improvements to CLTC Property. All lease and license agreements shall require that any improvements made to or upon the real property shall belong in title to the CLTC upon termination or expiration of the lease or license, and that any removal required by the CLTC of improvements or items remaining on the property shall be the responsibility of the tenant at no cost to the CLTC.

(16) Processing Fees. Tenants shall pay for those expenses associated with the processing of leases, amendments, assignments, estoppels, consents or other such documents, including, but not limited to, attorneys' fees, appraisal fees, title report fees, survey fees, credit report fees, recording fees, and documentation fees, but not including CLTC staff time. Payment of fees shall be made prior to document recordation or pick up.

(17) Business License. Applicants must be licensed to do business in Guam prior to the execution of a lease or license, and all tenants must maintain a valid license to do business in Guam during the term of their lease or license.

(18) Compliance with Environmental Laws. All activities on leased or licensed available real property shall be in compliance and maintained in accordance with existing environmental laws. Failure to comply with environmental laws shall be a material default by tenant.

(19) Events of Default; Termination. In any of the following events (each an "Event of Default"):

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

(B) if the lessee shall fail or neglect to perform or comply with any of the terms, covenants or conditions contained in the lease (other than the covenants to pay rent) on the part of the lessee to be performed or observed, CLTC may, at any time thereafter, give notice of such failure or neglect to the lessee and the lessee:

(i) 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

#### 21 GCA Real Property CH. 75A CHAMORRO LAND TRUST COMMISSION EFFECTIVE JANUARY 1, 2021

(ii) 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;

(iii) if an event of insolvency shall have occurred with respect to the lessee, or

(iv) a breach of an obligation by the lessee which has resulted in cancellation of insurance coverage where the lessee 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 the lessee 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

(v) abandonment of the project by the lessee; or then the CLTC, at its option, may terminate the lease by notice to the lessee, in which event such termination shall be effective immediately upon the delivery of such notice and may enter upon the property with or without process of law and take possession thereof.

(20) Right to Cure Defaults. Without limiting any other remedies the CLTC may have arising out of a lease or at law in respect of any default in the performance of the lessee's obligations under a lease, the CLTC shall have the right, in the case of any default and without any re-entry or termination of a lease, to enter upon the 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 lessor from ceasing to do so) and the lessee shall promptly reimburse to the CLTC any expense incurred by the CLTC in so doing and the same shall be recoverable as rent.

SOURCE: Added by P.L. 35-112:1 (Dec. 10, 2020). Subsection (b)(5) amended by P.L. 37-114:5 (July 22, 2024).

2021 NOTE: References to provisions in Chapter 75 replaced with references to corresponding provisions in Chapter 75A.

### § 75A123. Annual and Monthly Reports.

(a) The Guam Economic Development Authority shall prepare an annual report for presentation to the Commission summarizing the benefits received by CLTC on activities of the commercial leasing program for the fiscal year. The annual report shall contain findings on employment, payroll, gross receipts taxes paid, local purchases made, and total and annual capital investments by tenants and their sub-tenants, if any. The report shall not contain proprietary information of tenants. The report shall also contain a projection of revenues over the next five (5)-year time period, and a discussion on outstanding issues and recommendations. The report shall be submitted no later than December 31 covering the previous fiscal year ending September 30. A copy of the annual report shall be submitted to the Speaker of *I Liheslaturan Guåhan* and *I Maga'hågan/Maga'låhen Guåhan*.

(b) The CLTC shall provide monthly reports on the revenue, surveying, and infrastructure being made from the leasing or licensing of CLTC lands pursuant to this Act to *I Maga'hågan/Maga'lahen Guahan*, the Speaker of *I Liheslaturan Guahan*, and the Office of Public Accountability.



### EXECUTIVE SUMMARY Chamorro Land Trust Commission Municipal Golf Course Lease Agreements OPA Report No. 16-09, December 2016

Our compliance audit of the Guam Municipal Golf Course commercial lease agreements found that the initial 25-year lease agreement was executed in 1989 pursuant to public law, however, the second agreement in 2014, was not. When the 1989 Lease expired in 2014, the Chamorro Land Trust Commission (CLTC) leased the 829,124 square meters of golf course property to Company B despite Company B's noncompliance with the lease agreement and

- Without Legislative authorization (Public Law (P.L.) 12-061 codified in 21 Guam Code Annotated (GCA) § 60112).
- Without the Governor's, Lieutenant Governor's, and Attorney General's signatures (21 GCA § 60114).
- Without the required two land appraisals (21 GCA § 75107(e)) and there may have been lost opportunities to raise rental revenue for the 2014 Lease's term.

Lease provisions were not complied with because CLTC did not diligently monitor and enforce the lease provisions and public law to protect CLTC's interests in the property. We found:

- Company A assigned its lease interests to Companies B and C through a series of name changes without the Governor's and Legislature's approvals.
- Company B was grossly delinquent in rental and property tax payments corroborated by Company B's unaudited fiscal year (FY) 2013 through FY 2015 financial data indicating severe financial distress.
- Company B did not submit required annual reports and financial statements.

Despite the noncompliance, a second lease with Company B was executed in 2014 signed only by CLTC's Acting Chairman, CLTC's Acting Director, and Company B's General Manager.

During an October 16, 2015 legislative oversight hearing, the CLTC Administrative Director commented that the 2014 Lease was a continuation of the 1989 Lease, which was already authorized for 50 years by P.L. 19-34. CLTC was obligated to renew the 1989 Lease with the same terms and conditions because the lease was created by public law and there were no rules for CLTC commercial leases.

### No Legislative Authorization for 2014 Lease

In 1988, P.L. 19-34 authorized the 1989 Lease specifically between the Department of Land Management (DLM) and Company A for a period not to exceed 50 years to construct and manage a municipal golf course with affordable rates and access to Guam residents. The golf course property, owned by the Government of Guam, transferred to CLTC in 1994.

Not only did the 1989 Lease obtain legislative authorization, but it was signed by the DLM Acting Director, the Company A President, the Governor of Guam, the Lieutenant Governor of Guam, and the Attorney General. On the other hand, the 2014 Lease was only signed by the CLTC Acting Chairman, CLTC Acting Director, and Company B's General Manager although 21 GCA § 60112 does not allow government-owned property to be leased without prior legislative approval.

### No Approval from Legislature and Governor for Assignment to Companies B and C

Through several name and ownership changes, the 1989 Lease became assigned to Companies B and C. We did not find any evidence of the Legislature's and Governor's approvals of the assignments as required in Section 7 of the 1989 Lease and P.L. 19-34.

### Missed Opportunities to Raise Rental Rates

Property appraisals were not obtained for the 2014 Lease and rental amounts resumed from the 1989 Lease based on 10% of the prior appraised value with 10% increases every five years. As a result, CLTC may have lost opportunities to raise rental revenue over the term of the 2014 Lease. As an example, the Department of Revenue and Taxation's (DRT) 2014 Real Property Tax Assessment Roll assessed the property at \$6.5M, an appreciation of \$5.1M from the initial lease's appraisal of \$1.4M. However, DRT's appraisal was not available until after the 2014 Lease's execution.

### **Poor Financial Performance**

Company B's unaudited financial data for FY 2013 to FY 2015 indicated declining financial performance with increasing net losses. The data showed declining revenues while expenses remained relatively stable. Salaries and the lease were major expense items. Further, we found 36 instances of late rental payments averaging 88 days overdue and ranging from 2 to 258 days late.

Another alarming observation was Company B's cash balances as of September 30, 2015, could not satisfy its significant amounts in current obligations with liabilities exceeding \$10M. Receivables were over \$900 thousand (K) and included \$303K from bingo operators of which one operator was connected to a federal court case involving illegal gambling investigations. With Company B's poor financial performance, the risk of late rental payments is extremely high and Company B's financial viability is questionable.

### **Conclusion and Recommendations**

The current 2014 Lease was executed despite Company B's noncompliance and without proper authorizations, signatures, and appraisals for the government-owned golf course property. Had a more current appraisal been used, there may have been an opportunity to increase rental rates and revenues. The 1989 Lease was improperly assigned to Companies B and C. We have referred the matter to the Attorney General for an opinion on the validity of the renewal. A response has not yet been received.

In their response to the draft report, CLTC agreed to our recommendation to require and obtain independently audited financial statements to ascertain the viability of Company B. However, CLTC disagreed with our findings and is of the opinion that the 2014 Lease was merely a renewal authorized for another 25 years under the same terms and conditions of the initial 1989 Lease.

Doris Flores Brooks, CPA, CGFM Public Auditor

#### I Mina'trentai Siette Na Liheslaturan Guåhan BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	FISCAL NOTES	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	NOTES
		AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SELL 1580 SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B, MUNICIPALITY OF TANUNING (FORMERLY MUNICIPALITY OF DEDEDO) OR TO AUTHORIZE CLTC TO TRANSFER TO THE DEPARTMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANCE 1580 SQUARE METERS OF 610 WIDE PUBLIC CAST TRAIL FOR APPROXIMATELY 13.101 SQUARE METERS OF 60° WIDE PUBLIC EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B, MUNICIPALITY OF TAMUNING (FORMERLY MUNICIPALITY OF DEDEDO).	11/15/24 4:54 p.m.	11/19/24	Committee on Health, Land, Justice, and Culture	Request: 11/19/24 11/26/24	11/26/24 2:00 p.m.	12/5/24 10:33 a.m. As amended by the Committee on Health, Land, Justice, and Culture	
381-37 (COR)	SESSION DATE	TITLE	DATE PASSED	TRANSMITTED	DUE DATE	PUBLIC LAW NO.	DATE SIGNED	NOTES	
As amended by the Committee on Health, Land, Justice, and Culture	12/5/24	AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SELL ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF <i>TAMUNING</i> (FORMERLY MUNICIPALITY OF <i>DEDEO</i> ); OR TO AUTHORIZE THE CLIC TO TRANSFER TO THE DEPARTIMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANGE ONE THOUSAND PIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF THE BULL CART TRAIL FOR APPROXIMATELY THIRTEEN THOUSAND ONE HUNDRED ONE (13,101) SQUARE METERS OF A SITY FOOT (60') WIDE PUBLIC ASSEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF <i>TAMUNING</i> (FORMERLY MUNICIPALITY OF <i>DEDEDO</i> ).	12/16/24	12/17/24	12/28/24	37-146	12/28/24	Received: 12/28/24 Messages and Communications Doc. No. 37GL-24-3168	

LOURDES A. LEON GUERRERO GOVERNOR



JOSHUA F. TENORIO LT. GOVERNOR

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

Transmitted via Email to: speaker@guamlegislature.org

December 28, 2024

**THE HON. THERESE M. TERLAJE**, Speaker I Mina'trentai Siette Na Liheslaturan Guåhan 37th Guam Legislature Guam Congress Building 163 Chalan Santo Papa Hagåtña, Guam 96910

76L-24\_3168

OFFICE OF THE SPEAKER THERESE M. TERLAJE

DEC 2 8 2024 Time: Received:

RE: Bill No. 381-37 (COR), "AN ACT TO AUTHORIZED THE CHAMORRO LAND TRUST COMMISSION TO SELL ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY **OF TAMUNING (FORMERLY** OF DEDEDO); MUNICIPALITY OR TO AUTHORIZE THE CLTC TO TRANSFER TO THE DEPARTMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANGE ONE **THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF THE BULL** CART TRAIL FOR APPROXIMATELY THIRTEEN THOUSAND ONE HUNDRED ONE (13,101) SQUARE METERS OF A SIXTY FOOT (60') WIDE PUBLIC EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF TAMUNING (FORMERLY MUNICIPALITY OF DEDEDO)"

Håfa Adai Madam Speaker,

Bill No. 381-37 (COR) authorizes the Chamorro Land Trust Commission (CLTC) to sell 1,580 square meters of an existing bull car trail through Los 5045, 5051B, and 5046B in the municipality of *Tamuning* or transfer said bill cart trail to the government of Guam for public access and maintenance upon which the Department of Land Management (DLM) is authorized to exchange the 1,580 square meters of said bull cart trail through the aforementioned lots for approximately 13,101 square meters of a 60 foot wide easement through the consolidated lots.

This legislation permits the consolidation of the bull cart trail, provided that a public easement is dedicated. This will enable the subdivision of these ancestral lands, improve public access and safety in the area, and streamline the development process.

11

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RICARDO J. BORDALLO GOVERNOR'S COMPLEX 513 W. Marine Corps Drive Hagåtiña, Guam 96910 governor.guam.gov | (671) 472-8931 For these reasons, I sign Bill No. 381-37 into law as Public Law No. 37-146.

Senseramente,

Low

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

Enclosure(s): Bill No. 381-37 (COR) nka P.L. 37-146
 cc via email: *Honorable* Joshua F. Tenorio, *Sigundo Maga'låhen Guåhan*, Lt. Governor of Guam Compiler of Laws

### I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN 2024 (SECOND) Regular Session

1 1 1 1 1

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

This is to certify that Bill No. 381-37 (COR), "AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SELL ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF TAMUNING (FORMERLY MUNICIPALITY OF DEDEDO); OR TO AUTHORIZE THE CLTC TO TRANSFER TO THE DEPARTMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANGE ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF THE BULL CART TRAIL FOR APPROXIMATELY THIRTEEN THOUSAND ONE HUNDRED ONE (13,101) SQUARE METERS OF A SIXTY FOOT (60') WIDE PUBLIC EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF TAMUNING (FORMERLY MUNICIPALITY OF DEDEDO)," was on the 16<sup>th</sup> day of December 2024, duly and regularly passed.

herese

Therese M. Terlaie Speaker

Attested:

**Chris Barnett Acting Legislative Secretary** 

This Act was received by I Maga'hågan Guåhan this 174L day of Dec.

2024, at 3:52 o'clock P.M.

SteV.R

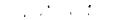
Assistant Staff Officer Maga'håga's Office

on Jun Green APPROVED:

ourdes A. Leon Guerrero I Maga'hågan Guåhan

Date: 12/28/2024 Public Law No. 37-144

2024-22887 OFFICE OF THE GOVERNOR CENTRAL FILES OFFICE Rec'd By: Elaine



# *I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN* 2024 (SECOND) Regular Session

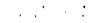
### Bill No. 381-37 (COR)

As amended by the Committee on Health, Land, Justice, and Culture.

Introduced by:

Therese M. Terlaje Chris Barnett Frank Blas, Jr. Joanne M. Brown Christopher M. Dueñas Thomas J. Fisher Jesse A. Lujan Tina Rose Muña Barnes William A. Parkinson Sabina Flores Perez Roy A. B. Quinata Joe S. San Agustin Dwayne T.D. San Nicolas Amanda L. Shelton Telo T. Taitague

AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SELL ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF AN **EXISTING BULL CART TRAIL THROUGH LOTS 5045.** 5051B. AND 5046B IN THE MUNICIPALITY OF OF **TAMUNING** (FORMERLY **MUNICIPALITY** DEDEDO); OR TO AUTHORIZE THE CLTC TO OF TRANSFER TO THE DEPARTMENT LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO **EXCHANGE** ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF THE BULL CART FOR APPROXIMATELY TRAIL THIRTEEN THOUSAND ONE HUNDRED ONE (13,101) SQUARE METERS OF A SIXTY FOOT (60') WIDE PUBLIC



# EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*).

### **1 BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 Section 1. Legislative Findings and Intent. I Liheslaturan Guåhan finds 3 that the Guam Ancestral Lands Commission (GALC) recognized Ana Miner Eclavea as the rightful owner of Lots 5045, 5051B, and 5046B. These lots and the bull cart 4 5 trail that runs through them are proposed by the heirs of Ana Miner Eclavea to be 6 consolidated into Lot 5046-B-NEW and subdivided pursuant to distribution to family members overseen by the Superior Court of Guam. The family proposes to 7 dedicate thirteen thousand one hundred one (13,101) square meters of a sixty foot 8 (60') wide public easement in exchange for one thousand five hundred eighty 9 10 (1,580) square meters of an existing bull cart trail. The family proposes to acquire 11 and consolidate one thousand five hundred eighty (1,580) square meters of an existing bull cart trail between Route 34 and the Harmon cliff line and dedicate 12 thirteen thousand one hundred one (13,101) square meters of a sixty foot (60') wide 13 14 public easement. This public easement would also lead from Route 34 to the same 15 point on the Harmon cliff line as the existing bull cart trail.

*I Liheslaturan Guåhan* further finds that 21 GCA, Chapter 75, § 75105(c) authorizes the Department of Land Management (DLM), with the approval of the Chamorro Land Trust Commission (CLTC), or the Commission to sell at fair market value bull cart trails that no longer serve the transportation function originally intended to contiguous landowners, with proceeds to go to the CLTC.

*I Liheslaturan Guåhan* finds that 21 GCA, Chapter 75, § 75105(e) allows the
 CLTC to exchange lands for land of an equal value in order to consolidate its
 holdings or to better effectuate the purposes of the Land Trust.

*I Liheslaturan Guåhan* finds that 21 GCA, Chapter 75, § 75124(a) provides
 that the proceeds of all sales of bull cart trails shall be deposited to the Chamorro
 Land Trust Survey and Infrastructure Fund.

*I Liheslaturan Guåhan* finds that 21 GCA, Chapter 60, § 60112(a) provides
that government-owned real property shall not be sold, exchanged, or otherwise
transferred without the prior specific approval of the Guam Legislature.

Therefore, it is the intent of *I Liheslaturan Guåhan* to allow the consolidation
of the bull cart trail contingent upon the dedication of the public easement in order
to allow the subdivision by the family of these ancestral lands, to provide enhanced
public access and safety in the area, and to facilitate ease of development.

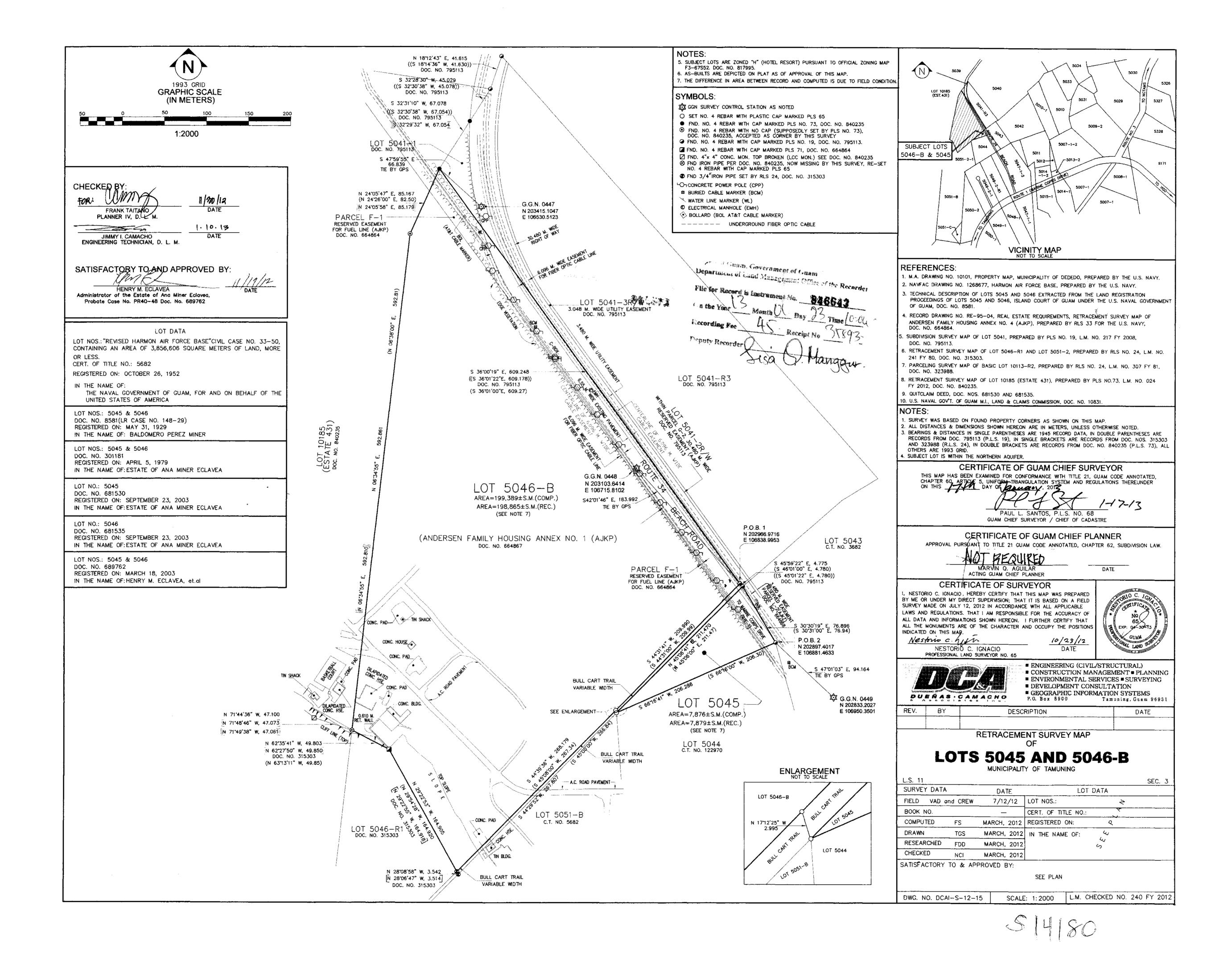
Section 2. Notwithstanding any other provision of law, and subject to the
approval of the Chamorro Land Trust Commission, the Chamorro Land Trust
Commission is authorized to:

- 14 sell one thousand five hundred eighty (1580) square meters of (1)15 an existing bull cart trail through Lots 5045, 5051B, and 5046B in the municipality of Tamuning (formerly municipality of Dededo) to the adjacent 16 property owners. The average of two (2) appraisals, appraised for highest and 17 18 best use regardless of zoning, from two (2) separate licensed real estate 19 appraisers, one (1) of which appraisal is not more than twelve (12) months 20 old, and which appraisals are paid for by the transferee may be used to determine the value of the sale; or 21
- (2) transfer said bull cart trail to the government of Guam for public
  access and maintenance, upon which the Department of Land Management is
  authorized to exchange one thousand five hundred eighty (1580) square
  meters of the bull cart trail through Lots 5045, 5051B, and 5046B in the
  municipality of *Tamuning* (formerly municipality of *Dededo*) for
  approximately thirteen thousand one hundred one (13,101) square meters of a

sixty foot (60') wide public easement through consolidated Lots 5045, 5051B,
 and 5046B in the municipality of *Tamuning* (formerly municipality of *Dededo*).

\* \* \*

- 4 Section 3. Waiver of Appraisals for Land Transfers. The requirement for 5 two (2) appraisals to accompany a bill that authorizes the transfer of land or leasing
- 6 of land pursuant to 2 GCA, Chapter 2, § 2107 is hereby waived.





# Re: Request for CLTC Board of Commission Support and Approval for Property Transfer and Land Exchange

1 message

Joey Cruz <joey.cruz@cltc.guam.gov>Mon, Jul 14, 2025 at 2:07 PMTo: Lola Leon Guerrero <lolaleonguerrero@gmail.com>Cc: empressdora@yahoo.com, Tina Mafnas <temafnas@gmail.com>, Dexter Tan <dexter.tan@cltc.guam.gov>

Good Afternoon Ms. Leon Guerrero

Email and letter received. Your letter will be given to Chairwoman Bordallo.

Thank You!

On Mon, Jul 14, 2025 at 2:04 PM Lola Leon Guerrero <lolaleonguerrero@gmail.com> wrote: Hafa Adai!

On behalf of the Eclavea Family, I submit this letter requesting for the CLTC Board of Commission support and approval regarding actions authorized under Public Law 37-146. This law permits the CLTC to either sell or transfer 1,580 square meters of an existing bull car trail transversing through Lots 5045, 5051B, and 5046B in the municipality of Tamuning to the government of Guam for public access and long- maintenance. Pursuant to this law, the Department of Land Management (DLM) is also authorized to coordinate a land exchange substituting the 1,580 square meters of said bull cart trail with 13,101 square meters comprising a designated 60 foot wide public easement across the consolidated lots. More specifically, the Eclavea frmaily respectfully request the CLTC Board's consideration and endorsement for the following:

Approval of the transfer of 1,580 sqm representing the segment of the historic bull cart trail within Lots 5045, 5051B, and 5046B (Harmon Cliffline) to the Government of Guam for public access and environmental stewardship;
 Support for coordination between DLM and our family to initiate the proposed land exchange involving 13,101 sqm for a 60-foot-wide public easement; and

3. Facilitation of administrative actions necessary to advance this exchange in alignment with the intent and provisions of PL 37-146.

The land exchange will allow for the consolidation of Lots 5045, 5051B, and 5046B into Lot 5046-B-NEW and to facilitate subdivision for family distribution, to be overseen by the Superior Court of Guam.

Should you have any questions, please email me at lolaleonguerrero@gmail.com or call me at 671486-2646.



# Constituent Matters BILLY CRUZ

# CHamoru Land Trust Commission Land Agent Staff Report

### BILLY P. CRUZ Agriculture Lessee

### I. LESSEE'S REQUEST(S)

- 1) Approval to acquire SBA Loan Guarantee in the amount of \$195,300.00 for his Real Estate and Reconstruction; and
- 2) Building Authorization Approval

### II. ISSUE(S)

- 1) Change of Application Type from Residential to Agriculture; and
- 2) Lease issued outside of date and time contrary to 18 GAR, §6A111; and
- 3) Issuance of a Lease on Unregistered Property contrary to 21 GCA, §75A105, §§(f)
- 4) No building approval for structure on property contrary to 18 GAR, §6A126; and

### III. FACTS

- 1) Original Applicant's Date and Time: May 10, 1999 at 2:15PM
- 2) Original Applicant's Application Number: 05108
- 3) Original Application Type: Residential
- 4) Current Application Type: Agriculture
- 5) Lot Description: Lot 5380-3 Dededo
- 6) Survey Map: In-House Approved Map by Meliton Santos
- 7) Priority: 1
- 8) Preoccupier: No; indicated that he is NOT occupying government land
- 9) Land Use Permit (LUP): None
- 10) Mayor's Certification: None
- 11) Recorded Lease:
- 12) Unrecorded Lease: N/A
- 13) Lease Fee Paid: Yes, \$99 Paid
- 14) Is this a Registered Property: No
- 15) Residing on Private Property: No
- 16) Residing on Guam Ancestral Lands Property: No
- 17) Part of Null and Void Listing: No
- 18) Part of 2018 Ratified Listing: Yes
- 19) Part of 1995 Listing: No
- 20) Part of OPA Audit Listing: No
- 21) Lease Approved by CLTC Board of Commissioners: Yes

### IV. CHRONOLOGY

- 1) May 10, 1999 Submission of CLTC Application as Residential; Application No. 05108
- April 10, 2000 Applicant Request Form of Billy P. Cruz requesting to change his application type from Residential to Agriculture
- 3) May 9, 2002 Request from April 10, 2000 to change application type of Billy P. Cruz approved by AD Ronald E. Teehan

# CHamoru Land Trust Commission Land Agent Staff Report

- August 9, 2002 Verification of Resident letter from Mangilao Mayor Nonito Blas indicating that Mr. Cruz was staying in Mangilao from July 1993 to 2001 and living with his aunt Tomasa Cruz Pangelinan
- 5) August 30, 2002 Agriculture Lease issued to Billy Cruz on a portion of Lot 5380 Dededo for .50 acre, subject to survey
- 6) September 12, 2002 Lease fee of \$99.00 paid under A991187721
- December 2, 2002 Request letter from Mr. Cruz to survey his property; no approval from AD Ronald E. Teehan
- 8) April 30, 2003 Request letter from Mr. Cruz to survey his property; no approval from AD Joseph Borja
- 9) May 19, 2003 Inspection Report compiled by Land Agents Quan, Mesa, Chargualaf indicating that this is a Single-Family Residential property
- 10) January 5, 2004 Submitted Boundary Survey of Lot 5380-3, Municipality of Dededo compiled by Meliton S. Santos signed by AD Joseph Borja and Billy Cruz
- 11) September 7, 2023 Email request from Mr. Cruz to AD A. Taijeron in regards to an SBA Loan Guarantee of \$240,000.00 (Real Estate Reconstruction of \$195,300.00) on Villagomez RD L5380-3 Latte Heights, Barrigada GU 96913

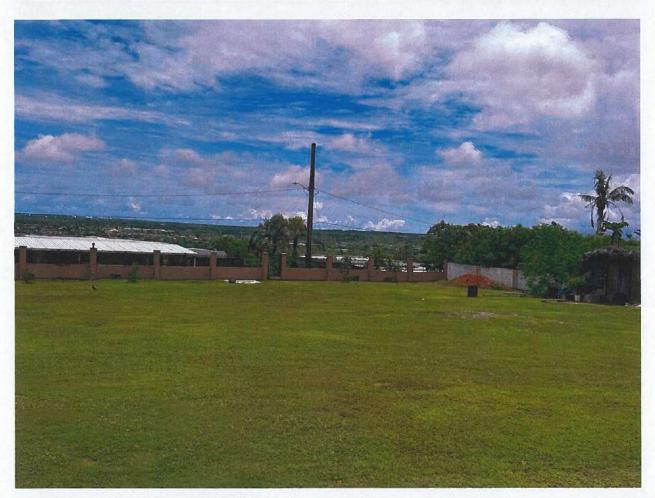
# BILLY P. CRUZ – L5380-3 BARRIGADA



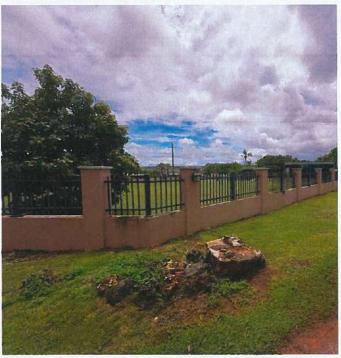


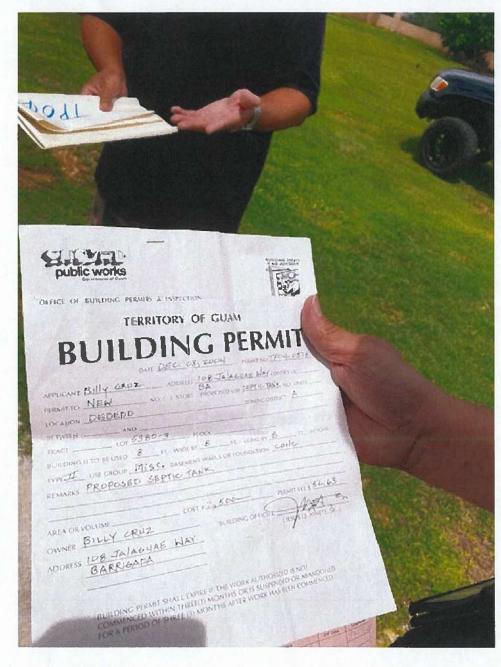


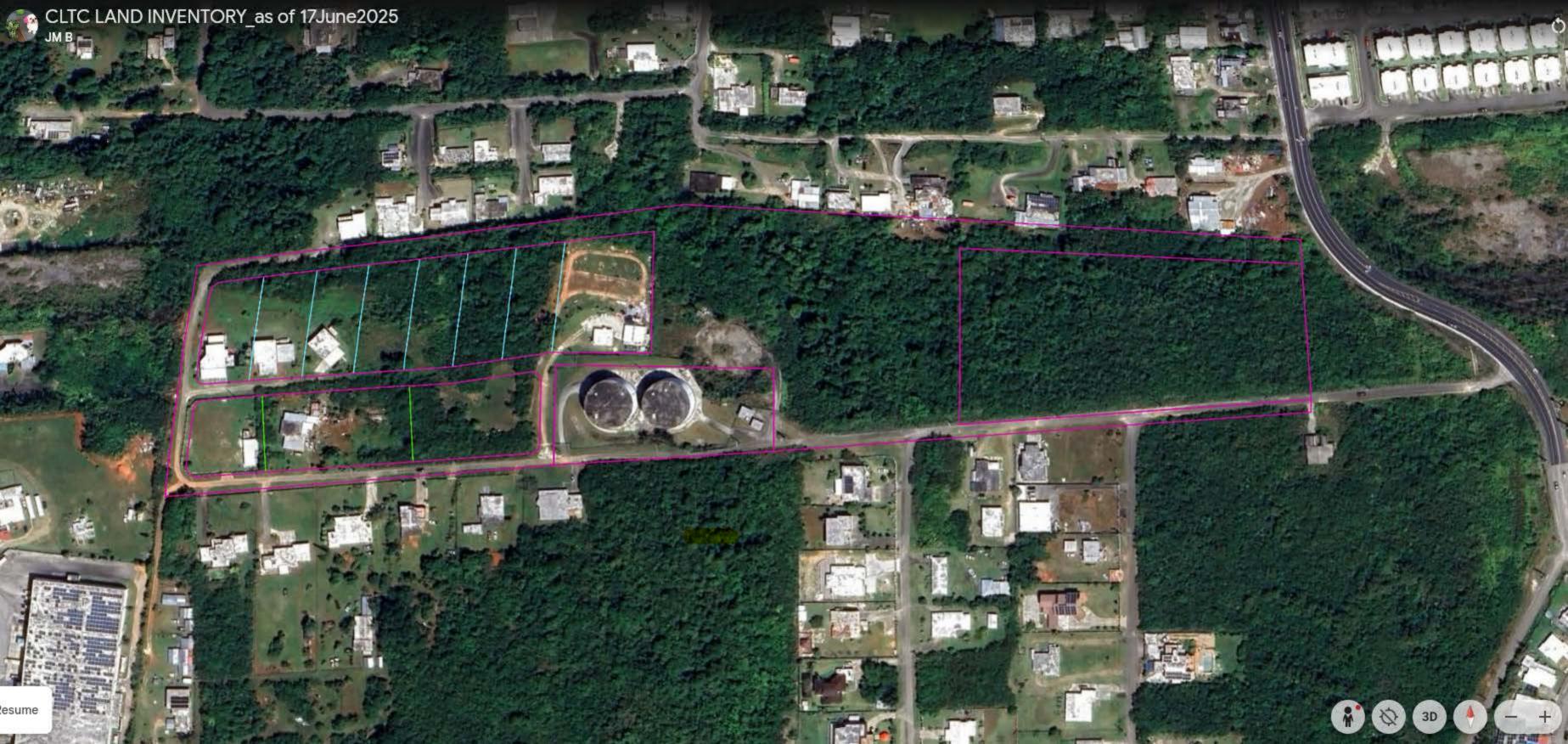
### BILLY P. CRUZ – L5380-3 BARRIGADA











104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approvedwhere* the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *bUilding official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

#### SECTION 105 PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *bUilding official* and obtain the required *permit*.

105.1.1 Annual permit. In lieu of an individual *permit* for each *alteration* to an already *approved* electrical, gas, mechanical or plumbing installation, the *building official* is authorized to issue an annual *permitupon* application therefor to any person, firm or corporation regularly employing one or more qualified tradepersons in the building, structure or on the premises owned or operated by the applicant for the *permit*.

105.1.2 Annual permit records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the

2009 INTERNATIONAL BUILDING CODE®

provisions of this code or any other laws or ordinances of this jurisdiction. *Permits* shall not be required for the following:

#### **Building:**

- One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m<sup>3</sup>).
- 2. Fences not over 6 feet (1829 mm) high.

3. Oil derricks.

- Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
- Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
- Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
- 7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- Temporary motion picture, television and theater stage sets and scenery.
- Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18925 L) and are installed entirely above ground.
- Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- 11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
- 12. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.
- Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

#### Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approvedportable* electrical equipment to *approvedper*manently installed receptacles.

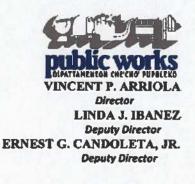
Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system



The Honorable LOURDES A. LEON GUERRERO Maga' Hàga · Governor

The Honorable JOSHUA F. TENORIO Sigundo Maga' Låhi - Lieutenant Governor



Glen R. Eay Acting Line Agent Supervisor Chamoru Land Trust Commission 509 S. Marine Corps Drive ITC Building, Suite 222 Tamuning, Guam 96913 Date: 7/8/2025

Subject: LOT 5380-3, Villagomez Road, Dededo

Hafa Adai, Mr. Glen,

On July 8, 2025, a site inspection was conducted on the above subject. The discrepancies found are listed below:

- Power (no approved permit for the installation).
- Water (no approved permit for the installation).
- Set back issues on the rear of the structure.
- Plumbing work for the restrooms/kitchen was constructed without a building permit.
- A concrete foundation was constructed without a permit (over 120 square feet).
- An exterior kitchen structure was built (no approved permit for the construction).

Mr. Cruz was issued a Clarification on Permit Requirements on November 15, 2023, by the former Building Inspection Permits Administrator Randy Romero. Mr. Romero stated in the letter that the shelter will consist of no power, plumbing, or walls, a building permit is not required as the shelter is not an occupied living area with no infrastructure. He also stated that Mr. Cruz needs the appropriate clearance and authorization from CLTC for LOT 5380-3.

Mr. Cruz did the opposite of what he was instructed to do.

The 2009 International Building Code, Chapter 1, Section §105 Permits, 105.2, Permits shall not be required for the following: (1) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).

Mr. Cruz should've cleared with the CLTC and applied for a building permit for the existing structure. He built way beyond the 120 square feet (11 m2).

542 North Marine Corps Drive, Tamuning, Guam 96913 + (671) 646-3131 / 647-5055+ Fax (671)649-6178

Moving forward to correct this issue, Mr. Cruz:

- 1. Request approval from the CLTC authorizing the existing structure.
- 2. Provide DPW with an AS-Built Plan on the existing structure by a licensed structural engineer.
- 3. Apply for a building permit for the existing structure and installation of power/water.

Should you have any questions or concerns, contact me at 671-689-7121.

V/R

Safety Administrator A. Bldg. Insp. and Permits Administrator Department of Public Works, Director's Office

542 North Marine Corps Drive, Tamuning, Guam 98913 • Tel (671) 646-3131 / 3232 • Fax (671) 649-6178



The Honoreble LOURDES A. LEON GUERRERO Maga' Higgs - Governor

The Honorable JOSHUA P. TENORIO Sigundo Mage' Lahi - Lieutenani Governor



November 15, 2023

To: Mr. Billy Cruz

From: Building Inspection and Permits Administrator

Subject: Clarification on Permit Requirements

Dear Mr. Cruz,

Upon review of the proposed outdoor shelter that consists of posts and roof with no electrical, plumbing or walls, a building permit is not required as the shelter is not an occupiable living area with no infrastructure. Please ensure you receive the appropriate clearance and authorizations from CLTC for Lot 5380-3 to avoid any issues.

Respectfully,

Randy Rot



542 North Marine Corps Drive, Tamuning, Guam 96913 \* (671) 646-3131 / 647-5055\* Fax (671)649-6178



**Old Business** 

H. Commercial lease option to extend—USPS2. Tract 3621, Lot 18, Inalahan\*\*NO ATTACHMENT\*\*



# **Ground Lease**

AVALON - NPU GROUND LEASE (130500-015) PRTN OF LOT 163 RT 2, AGAT, GU 96928-9998



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



JOSEPH M. BORJA DIRECTOR

RICHARD B. ARROYO DEPUTY DIRECTOR

LOURDES A. LEON GUERRERO MAGA'HAGA . GOVERNOR

JOSHUA F. TENORIO SIGUNDO MAGA'LÁHI • LIEUTENANT GOVERNOR

August 27, 2023

### MEMORANDUM

Website: http://dlm.guam.gov

Street Address: 590 S. Marine Corps Drive Suite 733 ITC Building

Tamuning, GU 96913

Mailing Address:

P.O. Box 2950 Hagatña, GU 96932

E-mail Address: dimdir@land guam.gov

Telephone: 671-649-LAND (5263)

> Facsimile: 671-649-5383



To: MikeTerlaje, Program Manager, Civil Works U.S. Army Corps of Engineers From: Director Subject: Certification of Government Real Property Lot 443-PART-1-2NEW-R1, Municipality of Agat Buenas van Hafa Adai! Our office is in receipt of your request requesting our assistance in determining ownership to Lot 443-PART-1-2NEW-R1, Municipality of Agat. Our office certifies the following information: Map No. 445FY91 Area Size: 4,510+ square meters Ownership: Government of Guam Instrument Nos. 22667 and 305214 0 Last Certificate of Title Nos. 2349 and 65932 Administrative Jurisdiction: Office of the Mayor of Agat 5GCA, Chapter 40, Section 40113(b) . Attached are maps and documents relative to Lot 443-PART-1-2NEW-R1, Municipality of Agat for your reference.

If you have any questions, please contact me at 649-5263 Ext 612.

Senseramente,



# **Ground Lease**

Facility Name/Location AVALON - NPU GROUND LEASE (130500-015) PRTN OF LOT 163 RT 2, AGAT, GU 96928-9998

County: GUAM Lease: QU0000769859

This Lease made and entered into by and between CHAMORRO LAND TRUST COMMISSION hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof: Land for Non-Personnel Unit/Cluster Boxes, of approximately 613 square meters or approximately 6,600 square feet.

Total Site Area: 6,600.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$8,519.00 (Eight Thousand Five Hundred Nineteen and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to: CHAMORRO LAND TRUST COMMISSION PO BOX 2950 HAGATNA, GU 96932-2950

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term: FIXED TERM: The term becomes effective January 01, 2025 with an expiration date of December 31, 2029, for a total of 5 Years.



# **Ground Lease**

4. RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

EFFECTIVE DATE 01/01/2030 01/01/2035 EXPIRATION DATE 12/31/2034 12/31/2039 PER ANNUM RENTAL \$8,945.00 \$9,392.00

provided that notice is sent, in writing, to the Landlord at least 0 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

#### 5. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 90 days written notice to the Landlord.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

See Addendum See Exhibit A

### 7. LEGAL DESCRIPTION:

Portion of Lot No. 443 part 1-2NEW-R1, Municipality of Agat, containing an area of 613 square meters, as shown on Map Drawing 14-91T408, dated January 24, 1992 by Nicanor B. Carino, Territorial Surveyor, Land Management Check No. 445FY91 as recorded in the Department of Land Management, Government of Guam as Instrument 467632. Site Description: The subject property is 6,600 square feet or 613 square meters. Refer to the attached Site Plan.

Assessor's Parcel Number: Not Available



Facility Name/Location AVALON - NPU GROUND LEASE (130500-015) PRTN OF LOT 163 RT 2, AGAT, GU 96928-9998 Addendum

County: GUAM Lease: QU0000769859

8. The Postal Service and its customers, invitees, and agents shall have joint use of the Agat Community Center parking lot. Postal Service employees shall have joint use of the Community Center restrooms.

9. The Postal Service shall be responsible for maintenance of the non-personnel unit/cluster boxes, concrete, grass cutting, parking lot and striping, and paved walkways. The Postal Service may perform such maintenance at such time and in such manner as it considers necessary. Landlord shall be responsible for all other maintenance not listed above that is necessary to keep the Premises is good and tenantable condition.

10. Improvements, additions or alterations made to the Premises by the Postal Service, its subtenants, or assignees at any time during the base period or any renewal or extension thereof, shall not be construed as diminishing the value of the Premises or rendering the Premises not in as good condition as existed at the time this Lease was entered, upon the expiration or termination of this Lease. All improvements, additions and alterations shall remain the personal property of the Postal Service, consistent with the terms of this Lease. The Postal Service shall not be required to demolish or remove such improvements but may do so at its option without any liability to the Landlord, within 180 days after expiration or termination of this Lease, during which period no rental obligations shall accrue.

11. Should the Postal Service elect to remove its improvements, additions or alterations from the Premises, the Postal Service shall return the Premises in a condition consistent with good engineering practices and excepting damages by the elements or circumstances beyond the control of the Postal Service. The Postal Service has no obligation to replace trees, shrubs, ornamental vegetation, or any other improvements that may have existed on the Premises prior to this Lease.

12. It is mutually understood that the Postal Service has the right to place a compact building or trailer on the Premises. The compact building or trailer, all improvements incident thereto, and all fixtures, machinery, and equipment added to the building, shall remain the personal property of the Postal Service and may be removed from the Premises only by the Postal Service, at any time consistent with the terms of this Lease.

13. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.



Facility Name/Location AVALON - NPU GROUND LEASE (130500-015) PRTN OF LOT 163 RT 2, AGAT, GU 96928-9998 Exhibit A

County: GUAM Lease: QU0000769859

Site Plan









NOT FOR DISTRIBUTION CLTC MEETING - JULY 17, 2025

.

POSTAL SERVICE.	Ground Lease
EXECUTED BY LANDLORD this	_day of,
	GOVERNMENTAL ENTITY
	ord is not a USPS employee or contract employee (or an immediate family member of either), or olled by a USPS employee or contract employee (or an immediate family member of either).
Name of Governmental Entity: CHAMORRO LAN	ND TRUST COMMISSION
Name + Title: JOSEPH CRUZ, ACTING ADMINISTRATIVE DIRECTOR	Name + Title:
Name + Title:	Name + Title:
Landlord's Address: PO BOX 2950	
HAGATNA, GU 96932-29	
Landlord's Telephone Number(s): 671-649-5263	
Federal Tax Identification No.: XX-XXX0886	
Witness	Witness
<ul> <li>a. Where the Landlord is a governmental entity or a authority of the signatory(ies) to execute the Lea</li> <li>b. Any notice to Landlord provided under this Lease specified above, or at an address that Landlord h</li> </ul>	other municipal entity, the Lease must be accompanied by documentary evidence affirming the ase to bind the governmental entity or municipal entity for which he (or they) purports to act. e or under any law or regulation must be in writing and submitted to Landlord at the address has otherwise appropriately directed in writing. Any notice to the Postal Service provided under be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified
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Facility Name: AVALON - NPU GROUND LEASE Fin/Sub No: 130500-015 Address: PRTN OF LOT 163 RT 2 City, ST, ZIP: AGAT, GU 96928-9998

#### **Real Estate Conflict of Interest Certification**

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, **JOSEPH CRUZ** hereby certify to the Postal Service as follows: [PRINT: name of potential Landlord/Supplier/Contractor]

#### A. (Check all that apply) I am:

(i) \_\_\_\_\_ A Postal Service employee;

(ii) \_\_\_\_\_ The spouse of a Postal Service employee;

(iii) \_\_\_\_\_ A family member of a Postal Service employee; (Relationship) \_\_\_

(iv) \_\_\_\_\_ An individual residing in the same household as a Postal Service employee;

(v) \_\_\_\_\_I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR

(vi) \_\_\_\_\_ None of the above.

B. (Complete as applicable):

iv. My household member who works for the Postal Service holds the following job: \_\_\_\_\_ (*Title*)\_\_\_\_\_ (*Location*)\_\_\_\_\_

- C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
- D. The person signing this certification has full power of authority to bind the potential Landlord/ Supplier/Contractor named above.

Executed th	nis	day of	, 20	by
BY:				
	[Inser	rt Signature	9]	
BY:	JOS	EPH CRUZ		
[PRI	NT: name	e of entity o	or person]	
Title: ACTIN	IG ADMIN	ISTRATIVE	DIRECTOR	
	[In	sert title]		



#### 1. CHOICE OF LAW

This Lease shall be governed by federal law.

#### 2. RECORDING

Not Required

#### 3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

#### 4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

- 1. the contracting officer; and
- 2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;

2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease* Assignment and Assumption form to be provided by the USPS Contracting Officer.

#### 5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

#### 6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

#### 7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

#### 8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



### **General Conditions to USPS Ground Lease**

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

- 1. the date the contracting officer receives the claim (properly certified if required); or
- 2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

#### 9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;



### **General Conditions to USPS Ground Lease**

b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

#### **10. FACILITIES NONDISCRIMINATION**

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

#### 11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <a href="http://www.usps.com/publications">www.usps.com/publications</a>.

Clause 1-1, Privacy Protection (July 2007)

Clause 1-5, Gratuities or Gifts (March 2006)

Clause 1-6, Contingent Fees (March 2006)

Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statues or Executive Orders (July 2009)

Clause 9-3, Davis-Bacon Act (March 2006)<sup>1</sup>

Clause 9-7, Equal Opportunity (March 2006)<sup>2</sup>

Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)<sup>3</sup>

Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 2006)<sup>4</sup>

Clause B-25, Advertising of Contract Awards (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>&</sup>lt;sup>1</sup> For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

<sup>&</sup>lt;sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>&</sup>lt;sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>&</sup>lt;sup>4</sup> For leases aggregating payments of \$25,000 or more.



# **New Business**



# **Constituent Matters**

- 1. Roby Jean Quintanilla
- 2. Richard Blas Santiago
- 3. Antonio Aguon and Ana Aguon Acquiningoc
- 4. Arthur Paul Juanillo
- 5. Jessica Cabrera Berisha
- 6. Leah Rojas

#### **ROBY JEAN QUINTANILLA (ANNE CASTRO LEE)**

#### I. ISSUE:

Transfer of application rights while the original applicant is still alive

- 1. § 6A112. (a) An applicant may designate a relative qualified under the Act pursuant to 21 GCA § 75A109 (1) From the following relatives of the lessee, husband and wife, children, widows or widowers of the brothers and sisters, or nieces and nephews (2) Such designation must be in writing, must be specified at the time of execution of such lease with a right in such lessee in similar manner to change such beneficiary at any time and shall be filed with the Commission and approved by the Commission in order to be effective to vest such interests in the successor or successors named. (3) In the absence of such a designation as approved by the Commission shall select from the relatives of the lessee in the order named above as limited by the foregoing paragraph one
- 2. § 6A107 (b) Within thirty (30) days after the submission and filing of the completed application and all such other documents as the Commission shall require of the applicants, and any investigation the Commission shall require of the applicants, and any investigation the Commission may conduct, the Director shall make a determination as to whether the applicant qualifies as an applicant. Such determination shall be based upon the application form, birth, marriage, and death certificates, the documentation required by 21 GCA, § 75A101.2, and any investigation the Commission may conduct consistent with the Act and these rules and regulations.

#### II. FACTS:

- **A.** Application Type: Agriculture
- **B.** Original Applicant: Anne Castro Lee
- C. Current Applicant: Roby Jean Quintanilla
- D. Original Applicant's Date and Time: December 2, 1995 at 8:54 a.m.
- E. Application Number: 0000045
- F. Priority: N/A
- G. Lease: No
- H. Issue/Complaint: Illegal transfer of application rights
- I. Pre-occupier: No
- J. Land Use Permit (LUP): No
- K. Mayor's Verification (MV): No
- L. Notice of Intent to Award (NOIA): No
- M. Survey Authorization (SA): No

#### III. CHRONOLOGY:

- **A.** December 2, 1995 Anne Castro Lee's agricultural application was received at the Astumbo intake site at 8:54 a.m. and issued numerical designation 45.
- **B.** January 2, 1996 Payment of the non-refundable application fee of \$50.00 with receipt no. A4850580
- **C.** January 17, 2003 Review of the file Ms. Lee has not submitted her birth certificate and birth or death certificates of parents and/or grandparents and has yet to qualify for lease award
- **D.** September 13, 2014 Notarized letter appointing Roby Jean LG Quintanilla as the attorney-infact for Anne C. Lee
- **E.** January 27, 2017 Notarized letter relinquishing application and lease rights to Roby Jean LG Quintanilla from Anne Castro Lee

#### **ROBY JEAN QUINTANILLA (ANNE CASTRO LEE)**

- **F.** May 30, 2017 Death of the original applicant without a named successor (No Death Certificate submitted)
- **G.** August 31, 2017 Request to transfer application rights from Anne Castro to Lee to Roby Jean Quintanilla approved by Deputy Director of the Department of Land Management David V. Camacho
- H. Eulogy shows the original applicant Ms. Castro has eleven (11) siblings [Jose, Anthony Leonard, Maatias, Francisco, Edward, Rose, Bernadita, Lourdes Elizabeth and Unknown] and four (4) children [Frankie Baza Jr., Brenda Lee Baldwin, Berna Lee Hayden and Jesse Lee Bradford].

#### IV. FINDINGS:

- A. Guam Code Annotated § 75A109 Successors to Lessees and Applicants. (a) Upon the death of the lessee or applicant, his interest in the tract or tracts and the improvements thereon, including growing crops (either on the tract or in any collective contract or program to which the lessee is a party by virtue of his interest in the tract or tracts), shall vest in the relatives of the decedent as provided in this paragraph. From the following relatives of the lessee, or applicant, spouse, children, grandchildren, parents, grandparents, siblings, widows or widowers of the children or siblings, or nieces and nephews, the lessee or applicant shall designate the person or persons to whom he directs his interest in the tract or tracts to vest upon his death.
- **B.** Guam Administrative Rules § 6A112 Transfer of application rights. (a) An applicant may designate a relative qualified under the Act pursuant to 21 GCA § 75A109 which provides that: (1) Upon the death of the lessee, his interest in the tract or tracts and the improvements thereon, including growing crops (either on the tract or in any collective contract or program to which the lessee is a party by virtue of his interest in the tract or tracts), shall vest in the relatives of the decedent as provided in this paragraph. From the following relatives of the lessee, husband and wife, children, widows or widowers of the brothers and sisters, or nieces and nephews, the lessee shall designate the person or persons to whom he directs his interest in the tract or tracts to vest upon his death.
- **C.** The former Attorney General of Guam, Elizabeth Barrett-Anderson in her May 11, 2018 letter to Senator Regine Biscoe-Lee and the former Chairperson for CHamoru Land Trust Commission Pika P. Fejeran stated "Further, there is no authority that allows an applicant during his lifetime to transfer or switch places with another applicant. A lease in violation of this prohibition is null and void and is not subject to the Commission's power to correct or remedy. Applicants should be permitted to resume their sequential status subject to the order of the date and time they applied."
- D. The former Attorney General of Guam, Elizabeth Barrett-Anderson in her July 12, 2018 letter to Austin Duenas the acting chairperson for CLTC stated "Twelve (12) leases were assessed as void. The void category contains issues that arose at the application stage when a living applicant transferred their "application rights," and the transferee subsequently received a lease. Because there is no statutory support for this practice, any lease that resulted from this action is void. The statute requires that every applicant must wait in line and does not allow an applicant to transfer their "application rights" prior to death".

#### **ROBY JEAN QUINTANILLA (ANNE CASTRO LEE)**

- E. Guam Code Annotated § 75A101 (5) (d) The *eligible beneficiary* means any persons, regardless of race, color, or national origin: (1) whose land was acquired by the United States government between 1898 and 1968, or descendants of such person; or (2) who either occupied, farmed, or ranched land for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968 or descendants of such person; except that if a person occupied, farmed, or ranched on or after December 8, 1941, and the land was acquired at any time after that date and up to 1950, the one (1) year tenure need not have occurred immediately prior to acquisition by the United States government."
- **F.** Guam Code Annotated § 75A101.1 (b) Any applications for leases that have not been approved by January 1, 2021 shall be subject to the terms of the public law enacted this Act and Chapter 75A of Title 21, Guam Code Annotate, and this Act shall not affect the order of consideration of applications by the CLTC under Chapter 75 of Title 21, Guam Annotated, and pursuant to applicable rules and regulations to the same.

#### V. SUMMARY:

Anne Castro Lee's agricultural application was received at the Astumbo intake site on December 2, 1995 at 8:54 a.m. and issued numerical designation 45. On January 2, 1996, the non-refundable application fee of \$50.00 was paid with receipt no. A4850580. January 27, 2017 Anne Castro Lee notarized a letter relinquishing application and lease rights to Roby Jean LG Quintanilla. The Department of Land Management Deputy Director David V. Camacho's approval of the transfer of Anne Castro Lee's agricultural application rights to Roby Jean Quintanilla was and remains contrary to the Guam Administrative Rules § 6A112 and the original Guam Administrative Rules §6112.

#### VI. BOARD /LEGAL COUNSEL / ADMINISTRATIVE DIRECTOR ACTION(S):

- 1. Motion to approve, deny or table the reversion of December 2, 1995 8:54 a.m. agricultural application rights to the original applicant, Anne Castro Lee
- 2. Motion to approve, deny or table authorizing CLTC to contact Ms. Anne Castro Lee to begin the lease award process
- VII. COMPLIED BY: Lydia E. Taleu, CLTC Land Agent I

#### RICHARD BLAS SANTIAGO RESIDENTIAL APPLICANT

### I. REQUEST

- 1. Terminate the March 12, 1997, Residential Lease for Lot 17, Block 04, Tract 9210 (Phase -1), Yigo.
- 2. Return Lot 17, Block 04, Tract 9210 (Phase 1), Yigo, back into the CLTC inventory.

### II. ISSUE(S)

1. The request to terminate is following 18 GAR Chapter 6A §6A137.

(a) Upon receipt of written notification of a lessee's intent to surrender, the commission shall process the same. The commission may forego acceptance of a surrender until a new lessee is found and it is determined by the commission that sufficient funds are available in the Chamorro home loan fund to meet the payments required. At all times until acceptance of COL4/18/202218 GAR LAND MANAGEMENT CH. 6 CHAMORRO LAND TRUST COMMISSION surrender, the lessee shall remain responsible for the demised leasehold together with any improvements thereon, and shall remain liable for all taxes, assessments and charges of whatever kind and nature, on said tract and improvements thereon. (b) Upon the cancellation or surrender of a residential tract, should it be determined by the commission that the residence constructed on the premises is in such disrepair that demolition of the structure is required, the lessee shall be allowed to sell said structure within ninety (90) days from the date of the cancellation or acceptance of surrender; provided that any proceeds be first used to satisfy any indebtedness to the commission, taxes, or any other indebtedness the payment of which has been assured by the commission, or any costs incurred by the commission for upkeep and cleaning of the leased premises. Sale of the structure shall not cause harm or affect in any way the rights to the underlying property. Lessee shall repair and restore all damage to the Premises caused by the removal of any alterations, additions, improvements, or fixtures in the Premises. Lessee's obligations under this provision shall survive the expiration or termination of the Lease. If the lessee fails to have the structure removed, the commission may demolish the structure, and the cost thereof shall be assessed to the lessee.

2. A notarized letter requesting to terminate the residential lease agreement for Lot 17, Block 04, Tract 9210 (Phase 1), Yigo

#### III. FACTS

- 1. Applicant's Date and Time: December 2, 1995, 8:42 A.M.
- 2. Applicant's Application Number: 0000050
- 3. Application Type: Residential
- 4. Takeover Applicant's Date of Submission: N/A
- 5. Lot Description: Lot 17, Block 04, Tract 9210 (Phase -1), Yigo

- 6. Survey Map: 126FY93
- 7. Priority: 1
- 8. Preoccupier: N/A
- 9. Land Use Permit (LUP): N/A
- 10. Mayor's Certification: N/A
- 11. Recorded Lease: No
- 12. Unrecorded Lease: January 23, 1997 Residential Lease Agreement
- 13. Lease Fee Paid: No
- 14. Is this a Registered Property? Yes
- 15. Residing on Private Property: No
- 16. Residing on Guam Ancestral Lands Property: No
- 17. Part of Null and Void Listing: No
- 18. Part of 2018 Ratified Listing: No
- 19. Part of 1995 Listing: Yes
- 20. Part of OPA Audit Listing: N0

### IV. CHRONOLOGY

- 1. January 3, 1997: Residential Interview Report compiled by G. Igros
- 2. January 23, 1997: Residential Lease Award for Lot 17, Block 4, Tract 9210 (Phase 1) in the municipality of Yigo, signed by Administrative Director, J. M. Borja
- 3. June 2, 2015: Letter from Richard Santiago to AD M. Borja, requesting to relinquish any interest in the CLTC Residential Lease Agreement

#### V. SUMMARY

Richard Blas Santiago was awarded a residential lease agreement for Lot 17, Block 4, Tract 9210 (Phase 1), in the municipality of Yigo on January 23, 1997, and then requested to terminate the lease agreement on June 2, 2015. A notarized letter was submitted and received by the CHamoru Land Trust Commission Administrative Director, Michael Borja.

On June 9, 2016, CLTC staff noted on the Status Information Sheet to remove Mr. Santiago from the database, but this action was not completed.

Per 18 GAR, Chapter 6A, §6A137, the lessee shall remain liable for all taxes, assessments, and charges of whatever kind and nature on said tract and improvements thereon.

#### ANTONIO AGUON AQUININGOC (AND ANA IGNACIO AQUININGOC) Agricultural Lessee

#### I. REQUESTS

- **A.** Mark A. Aquiningoc is requesting to approved as the successor of his late father, Antonio Aguon Aquiningoc's September 29, 1998 Agricultural lease containing one (1) acre
- **B.** Mark A. Aquiningoc is requesting a takeover his late father, Antonio Aguon Aquiningoc's September 29, 1998 Agricultural lease containing one (1) acre

#### II. ISSUES

- A. Issue 1: Two agricultural leases with different effective dates for same lot description
  - 1. § 6A119. (a) Whenever agricultural tracts are available, the Commission shall award agricultural tract leases to applicants who, in the opinion of the Commission, are qualified to perform the conditions of such leases. The Commission's opinion as to the applicant's qualification shall be based on criteria specified in the Act.
- **B.** Issue 2: Acreage exceeds the mandate size for subsistence farming:
  - 1. § 6A104. (b) (1) Subsistence agriculture means the production of crops for home consumption on an agricultural tract with an area of not less than one quarter (0.25) acre, nor more than one half (0.50) acre. (2) Commercial agriculture means the production of crops for commercial sale on an agricultural tract with an area of not less than one half (0.50) acre. (*Based on Public Law 24-318 effective December 28, 1998*)
  - 2. § 60112. (a) Notwithstanding any other provisions of law, government-owned real property *shall not* be sold, leased, sub-leased, exchanged or otherwise transferred without the prior approval of *I Liheslatura* (the Legislature) by duly enacted legislation, which specifically authorizes a particular sale, lease, exchange or transfer, and includes the real property description of the government-owned real property with particularity, and a Department of Land Management recorded map showing the alienated parcel and the remaining parcel of the original lot. (b) This Section *shall not* apply to the Land for the Landless Program, or residential leases, subsistence agricultural leases and subsistence aquaculture leases by the *Chamorro* Land Trust Commission pursuant to its rules and regulations, but *shall* apply to any transfer to the federal government of Guam, including, but not limited to, its autonomous agencies, public corporations, the *Chamorro* Land Trust Commission, and the Guam Ancestral Lands Commission.
- **C.** Issue 3: Section 4 of the September 29, 1998 and February 11, 2005 Ground Leases issued to Antonio Aguon Aquiningoc regarding Rental states rental rate to be determined at a later date.
  - 1. § 75A108. (b) The lessee shall pay a rental of One Dollar (\$1.00) a year for the tract, and the lease shall be for a term of ninety-nine (99) years.
  - § 75A122. (a)(3) Commercial use means commercial agriculture, commercial aquaculture, and any permitted use or a conditional use expressly allowed on an "A," "R1," "R2," "C," "P," "S-1," or "PF" zoned property pursuant to §§ 61304, 61305, 61306, 61307,61308, 61312 and 61313 of Article 3, Chapter 61 of Title 21 GCA.

#### ANTONIO AGUON AQUININGOC (AND ANA IGNACIO AQUININGOC) Agricultural Lessee

- 3. § 75A122. (c)(5) Minimum Annual Rent. Annual rent shall be no less than ten percent (10%) of the current appraisal of fair market value of the land that is to be leased. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value of the land being leased, but in no event shall rent be lower than the rent charged during the previous five (5) year period. The rent to be charged on any request to exercise an option to renew an existing lease shall also be based on the current appraisal of the fair market value of the land at the time the option to renew is exercised.
- 4. § 75A122. (c)(7) Advance Rental Payment. CLTC may require accelerated or advanced rental payments as a condition of the lease.

#### III. FACTS

- A. Applicant's Date and Time: December 9, 1995 at 11:43AM
- B. Applicant's Application Number: #0001934
- **C.** Original Application Type: Agricultural
- D. Lot Description: A portion of Lot 480, Agat
- E. Survey Map: N/A
- **F.** Priority: N/A
- **G.** Preoccupier: No
- H. Land Use Permit (LUP): N/A
- I. Mayor's Certification: None
- J. Recorded Lease: N/A
- K. Unrecorded Lease: Yes, September 29, 1998 and February 11, 2005
- L. Lease Fee Paid: No
- M. Is this a Registered Property: Yes
- N. Residing on Private Property: No
- **O.** Residing on Guam Ancestral Lands Property: No
- P. Part of Null and Void Listing: No
- Q. Part of 2018 Ratified Listing: Yes
- R. Part of 1995 Listing: No
- S. Part of OPA Audit Listing: No
- T. Lease Approved by CLTC Board of Commissioners: September 20, 2018

#### IV. CHRONOLOGY

- **A.** December 9, 1995 Antonio Aguon Aquiningoc's agricultural application was received at the Piti intake site and was issued numerical designation #0001934
- B. January 8, 1996 Non-refundable application fee payment with receipt no. A4852937
- **C.** August 24, 1998 CLTC agricultural interview report naming his wife, Ana Ignacio Aquiningoc as his successor
- **D.** September 29, 1998 Agricultural lease for a portion of Lot 480, Agat containing one (1) acre issued by Administrative Director Joseph Martinez Borja.
- **E.** February 8, 2005 Authorization to initiate survey for a portion of Lot 480, Agat issued by Administrative Director Thomas A. Elliot

#### ANTONIO AGUON AQUININGOC (AND ANA IGNACIO AQUININGOC) Agricultural Lessee

- **F.** February 11, 2005 2<sup>nd</sup> Agricultural lease for a portion of Lot 480, Agat containing one (1) acre issued by Administrative Director Thomas A. Elliot which was notarized but not recorded
- **G.** March 12, 2010 Administrative Director Jesse G. Garcia approved Antonio A. Aquiningoc's February 18, 2010 request to change the successor from Ana Ignacio Aquiningoc to Michael John Aquiningoc
- H. March 12, 2010 Administrative Director Jesse G. Garcia approved Antonio A. Aquiningoc's February 18, 2010 request to add Ana Ignacio Aquiningoc to Antonio Aguon Aquiningoc's agricultural lease however this action was never completed and the lease remains in the name of Antonio Aguon Aquiningoc only
- I. September 20, 2018 CLTC Board of Commissioners ratified the lease
- J. June 21, 2023 Antonio Aguon Aquiningoc requested to name his son, Mark A. Aquiningoc as his successor but the request was not approved
- **K.** June 21, 2023 Antonio Aguon Aquiningoc notarized his request to transfer his CLTC lease to his son Mark A. Aquiningoc
- L. June 28, 2023 The death of the wife and approved co-lessee, Ana Ignacio Aquiningoc
- M. September 1, 2023: The death of the original lessee, Antonio Aguon Aquiningoc
- **N.** September 23, 2023: CLTC received Josephine M.A. Agustin's notarized request to relinquish her successor rights to her brother, Mark Alan Aquiningoc
- **O.** September 23, 2023: CLTC received Joyce Aquiningoc's notarized request to relinquish her successor rights to her brother, Mark Alan Aquiningoc
- **P.** September 23, 2023: CLTC received Michael J. Aquiningoc's notarized request to relinquish his successor rights to her brother, Mark Alan Aquiningoc
- **Q.** May 16, 2025: Mark A. Aquiningoc was issued a verification of eligibility letter by Acting Administrative Director, Joseph B. Cruz Jr.

#### V. SUMMARY

Antonio Aguon Aguiningoc was issued on September 29, 1998 agricultural lease for a portion of Lot 480, Agat based on his December 9, 1995 11:43 a.m. application. In the August 24, 1998 agricultural interview Mr. Aquiningoc named his wife, Ana Ignacio Aquiningoc as his successor. In February 18, 2010 Mr. Aquiningoc requested to change his successor from his wife to his son, Michael John Aquiningoc and to add his wife, Ana Ignacio Aquiningoc as a co-lessee to his agricultural lease. On March 12, 2010 Administrative Director Jesse G. Garcia approved Mr. Aquiningoc's February 18, 2010 request to change his successor and to add Mr. Aquiningoc's wife to lease. A second lease was issued and notarized effective February 11, 2005 by Administrative Director Thomas A. Elliot using the same application date and lot description but with a different effective date with only Mr. Aquiningoc as the lessee. On June 21, 2023 Mr. Aquiningoc requested to name his son, Mark A. Aquiningoc as his successor but the request was not approved. On the same day Mr. Aquiningoc requested to transfer his lease to his son, Mark A. Aquiningoc. A week later Ana Ignacio Aquiningoc the wife and approved colessee died. Mr. Aquiningoc died on September 1, 2023. Mr. Aquiningoc's children, Josephine M.A. Agustin, Joyce Aguiningoc and Michael J. Aguiningoc's submitted notarized requests to relinguishing their successor rights to their brother, Mark Alan Aquiningoc. On May 16, 2025 Mark Alan Aquiningoc was deem an "Eligible Beneficiary" for CLTC lease program by Acting Administrative Director, Joseph B. Cruz Junior.

#### ANTONIO AGUON AQUININGOC (AND ANA IGNACIO AQUININGOC) Agricultural Lessee

#### VI. BOARD /LEGAL COUNSEL / ADMINISTRATIVE DIRECTOR ACTION(S):

- A. Motion to approve, deny or table termination of either the September 29, 1998 or February 11, 2005 Agricultural Lease
- **B.** Motion to approve, deny or table Mark Alan Aquiningoc as the successor to Antonio Aguon Aquiningoc's agricultural lease for a portion of Lot 480, Agat
- **C.** Motion to approve, deny or table the reduction of acreage from one (1) acre to one-half (0.50) acre
- **D.** Motion to approve, deny or table the rental rate for Antonio Aguon Aquiningoc's agricultural lease for a portion of Lot 480, Agat containing one (1) acre
- E. Motion to approve, deny or table the transfer of Antonio Aguon Aquiningoc's agricultural lease to Mark Alan Aquiningoc for a portion of Lot 480, Agat pending completion of the following:
  - 1. Termination of either the September 29, 1998 or February 11, 2005 Agricultural Lease
  - 2. Recorded Survey Map
  - 3. Clearance of Land Lease Fees
  - 4. Clearance of Property Taxes
  - 5. Site Inspection confirming full compliance for an agricultural lease
  - 6. Guam Legislature approval if the lot size remains at one (1) acre

#### JESSICA CABRERA BERISHA Agricultural Applicant

#### I. REQUEST: Jessica Cabrera Berisha is requesting to be deem an eligible beneficiary

#### II. ISSUES:

#### A. Issue 1

Ms. Jessica Cabrera Berisha's June 16, 2025 affidavit states her parents Roman Taisacan Cabrera and Isabel Torres Cabrera were occupying Jose Cepeda Cruz's unknown lot description in Pulantat, Yona from July 25, 1958 to September 14, 1971. There no date as when the property was acquired by the United States of America government. Ms. Berisha states her parents were using the property for residential purposes and it unknown to her if there was compensation or rent paid to Mr. Jose Cepeda Cruz for the Pulantat Yona property. It is unknown to Ms. Berisha what activity was being conducted on Mr. Jose Cepeda Cruz's Pulantat Yona property. It is unknown to Ms. Berisha if her parents improved Mr. Jose Cepeda Cruz's Pulantat Yona property.

An affidavit as an occupier was submitted and requires CLTC Board of Commissioners approval

- 1. GCA § 75A101.2 (b) (1) Persons shall be considered eligible beneficiaries if the United States acquired land on which they did not hold title or ownership, but that they nevertheless had either occupied, farmed, or ranched land for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968 or descendants of such person: except that if a person occupied, farmed, or ranched the land on or after December 8, 1941, and the land was acquired at any time after that date and up to 1950, the one (1) year tenure need not have occurred immediately prior to acquisition by the United States government. To be eligible under this provision, an applicant must sign a declaration or affidavit setting forth, in sufficient detail and under penalty of perjury, the following facts to the extent known or reasonably ascertainable by the applicant: (A) the location, by parcel number, address, legal description, or other legally-recognized identifier, of the land that was claimed to have been occupied, farmed, or ranched; (B) the name of the person or persons who occupied, farmed, or ranched the land; (C) the length of time the person(s) continuously occupied, farmed, or ranched the land; (D) the legal owner of the land and the relationship between the owner and the person who occupied, farmed, or ranched the land, including whether any compensation or rent was paid to the owner; (E) a description of the nature of the person's activity on the land, including whether the land was used for residential or agricultural purposes; (F) if the land was farmed or ranched, the type of activity being conducted on the land (such as the types of crops harvested or animals raised); and (G) whether the person improved the land in any way and the nature of such improvements.
- 2. GCA § 75A101.2 (b) (2) The applicant shall be required to use his or her best efforts to obtain the information described above and to provide documentation demonstrating that he or she is the descendent of the person or persons who occupied, ranched, or farmed the land. Based upon review of the documentation, declarations, or affidavits, and any

### JESSICA CABRERA BERISHA Agricultural Applicant

additional research the Commission conducts, the Commission shall determine whether the person is an eligible beneficiary. For purposes of this provision, a person shall be deemed to have "occupied" land if he or she maintained his or her primary residence on the land.

#### B. Issue 2

Ms. Jessica Cabrera Berisha's affidavit was received on April 17, 2025

1. GAR §6A107 (b) Within thirty (30) days after the submission and filing of the completed application and all such other documents as the Commission shall require of the applicants, and any investigation the Commission shall require of the applicants, and any investigation the Commission may conduct, the Director shall make a determination as to whether the applicant qualifies as an applicant. Such determination shall be based upon the application form, birth, marriage, and death certificates, the documentation required by 21 GCA, § 75A101.2, and any investigation the Commission may conduct consistent with the Act and these rules and regulations.

#### III. FACTS

- A. Applicant's Date and Time: March 27, 2025 at 11:25AM
- **B.** Applicant's Application Number: #0008522
- **C.** Original Application Type: Residential
- D. Lot Description: No
- E. Survey Map: N/A
- F. Priority: 1
- G. Preoccupier: No
- H. Land Use Permit (LUP): N/A
- I. Mayor's Certification: None
- J. Recorded Lease: N/A
- K. Unrecorded Lease: Yes
- L. Lease Fee Paid: N/A
- M. Is this a Registered Property: N/A
- N. Residing on Private Property: N/A
- **O.** Residing on Guam Ancestral Lands Property: No
- P. Part of Null and Void Listing: No
- **Q.** Part of 2018 Ratified Listing: No
- R. Part of 1995 Listing: No
- S. Part of OPA Audit Listing: No

#### IV. CHRONOLOGY

- A. September 27, 1940 Roman Taisacan Cabrera was born in Saipan
- **B.** January 13, 1959 Roman Taisacan Cabrera, father of Jessica Cabrera Berisha arrived on Guam as the Immigration and Naturalization Services (INS) ticket
- **C.** September 14, 1971 Jessica Cabrera Berisha fka Jessica Torres Cabrera was born on Guam to Roman Taisacan Cabrera and Isabel Materne Torres

### JESSICA CABRERA BERISHA Agricultural Applicant

- **D.** March 27, 2025 Jessica Cabrera Berisha's residential application was received at 11:25 a.m. and issued numerical designation #0008522 at the CLTC office at ITC Office
- E. March 27, 2025 Non-refundable application fee payment with receipt no. 2225110074
- **F.** March 27, 2025 Ms. Berisha submitted her family tree form, birth certificate
- **G.** March 31, 2025 Report on submitted family tree form stated unable to confirm any properties acquired by United States of America government
- April 17, 2025 Ms. Berisha submitted her April 16, 2025 notarized Affidavit for Eligibility (CLTC AFF 002 Form)
- I. April 29, 2025 Eligibility Process Checklist submitted
- J. June 24, 2025 Acting Land Agent Supervisor Glenn R. Eay review GCA 75A packet and recommend this case requires the approval of the CLTC Board of Commissioners

#### V. FINDINGS:

- A. In reviewing the Department of Land Management's Land Web, on June 4, 1958 Civil Case 43-58 United States of America in the Declaration of Taking was in the process of acquiring Jose Cepeda Cruz's Lot 718-2, Agana.
- **B.** In reviewing the Department of Land Management's Land Web, the Naval Government of Guam and the United States of America were acquiring property in Yona but none under the name of Jose Cepeda Cruz.
- **C.** The June 3, 1993 District Court of Guam Issued Awards Report Page 38 finds the name Jose Cepeda Cruz as the Payee for Lots 718-2 and 718-2-2 in Agana.

#### VI. SUMMARY

Jessica Cabrera Berisha is requesting to be deemed an eligible beneficiary under 21 GCA, Chapter 75A based on her April 16, 2025 affidavit for eligibility Occupied, Farmed or Ranched (CLTC AFF-002) stating her parents were occupying Jose Cepeda Cruz's Pulantat, Yona from July 25, 1958 to September 14, 1971. Review of the Department of Land Management Land Web shows the United States of America government was in the process of acquiring Jose Cepeda Cruz's Lot 718-2 in Agana in the June 4, 1958 Civil Case 43-58. According to the June 3, 1993 District Court of Guam Issued Awards Report page 38 Jose Cepeda Cruz was the payee of Lot 718-2 in Agana. While Jose Cepeda Cruz did have property acquired by the United States of America government in Agana not Yona.

#### VII. BOARD OF COMMISSIONERS ACTION:

Motion to approve, deny or table Jessica Cabrera Berisha as eligible beneficiary for CLTC program.

## **CHamoru Land Trust Commission**

#### Land Agent Staff Report ARTHUR PAUL JUANILLO

#### I. APPLICANT'S REQUEST:

- A. Mr. Arthur Paul Juanillo is requesting to be deem an eligible beneficiary
- **B.** Mr. Arthur Paul Juanillo is requesting his son, Arthur Paul Juanillo II be approved as an eligible beneficiary and his approved successor

#### II. ISSUES:

#### A. Issue 1

Mr. Arthur Paul Juanillo's June 19, 2025 affidavit states his maternal grandfather, Juan Quintanilla Cruz was utilizing Jose Reyes Quintanilla's parcel 5/590 in Mauleg, Agat for unknown period of time up to September 29, 1948. Mr. Juanillo is not aware of the actual relationship between his maternal grandfather, Juan Quintanilla Cruz and land owner, Jose Reyes Quintanilla other than they are family members. It is unknown to Mr. Juanillo if there was compensation or rent paid to Mr. Jose Reyes Quintanilla. It is unknown to Mr. Juanillo how his maternal grandfather, Juan Quintanilla Cruz was utilizing Mr. Jose Reyes Quintanilla's Mauleg, Agat lot and if a structure was built on the Mauleg, Agat lot.

An affidavit as an occupier was submitted and requires CLTC Board of Commissioners approval

- 1. GCA § 75A101.2 (b) (1) Persons shall be considered eligible beneficiaries if the United States acquired land on which they did not hold title or ownership, but that they nevertheless had either occupied, farmed, or ranched land for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968 or descendants of such person; except that if a person occupied, farmed, or ranched the land on or after December 8, 1941, and the land was acquired at any time after that date and up to 1950, the one (1) year tenure need not have occurred immediately prior to acquisition by the United States government. To be eligible under this provision, an applicant must sign a declaration or affidavit setting forth, in sufficient detail and under penalty of perjury, the following facts to the extent known or reasonably ascertainable by the applicant: (A) the location, by parcel number, address, legal description, or other legally-recognized identifier, of the land that was claimed to have been occupied, farmed, or ranched; (B) the name of the person or persons who occupied, farmed, or ranched the land; (C) the length of time the person(s) continuously occupied, farmed, or ranched the land; (D) the legal owner of the land and the relationship between the owner and the person who occupied, farmed, or ranched the land, including whether any compensation or rent was paid to the owner; (E) a description of the nature of the person's activity on the land, including whether the land was used for residential or agricultural purposes; (F) if the land was farmed or ranched, the type of activity being conducted on the land (such as the types of crops harvested or animals raised); and (G) whether the person improved the land in any way and the nature of such improvements.
- 2. GCA § 75A101.2 (b) (2) The applicant shall be required to use his or her best efforts to obtain the information described above and to provide documentation demonstrating that he or she is the descendent of the person or persons who occupied, ranched, or farmed the land. Based upon review of the documentation, declarations, or affidavits, and any

## **CHamoru Land Trust Commission**

#### Land Agent Staff Report ARTHUR PAUL JUANILLO

additional research the Commission conducts, the Commission shall determine whether the person is an eligible beneficiary. For purposes of this provision, a person shall be deemed to have "occupied" land if he or she maintained his or her primary residence on the land.

#### B. Issue 2

Mr. Arthur Paul Juanillo's affidavit was received on June 19, 2025

1. GAR §6A107 (b) Within thirty (30) days after the submission and filing of the completed application and all such other documents as the Commission shall require of the applicants, and any investigation the Commission shall require of the applicants, and any investigation the Commission may conduct, the Director shall make a determination as to whether the applicant qualifies as an applicant. Such determination shall be based upon the application form, birth, marriage, and death certificates, the documentation required by 21 GCA, § 75A101.2, and any investigation the Commission may conduct consistent with the Act and these rules and regulations.

### FACTS:

- A. Applicant's Date and Time: March 12, 1998 at 8:55 PM
- B. Applicant's Application Number: #0004513
- C. Original Application Type: Residential
- **D.** Lot Description: A portion of Lot 10154-R5, Yigo
- E. Survey Map: No
- **F.** Priority: 1
- **G.** Preoccupier: No
- H. Land Use Permit (LUP): N/A
- I. Mayor's Certification: None
- J. Recorded Lease: No
- K. Unrecorded Lease: Yes, August 1, 2002
- L. Lease Fee Paid: None
- M. Is this a Registered Property: Yes
- N. Residing on Private Property: No
- **O.** Residing on Guam Ancestral Lands Property: No
- P. Part of Null and Void Listing: No
- Q. Part of 2018 Ratified Listing: Yes
- R. Part of 1995 Listing: No
- S. Part of OPA Audit Listing: No
- T. Lease Approved by CLTC Board of Commissioners: Yes, September 20, 2018

#### III. CHRONOLOGY:

- A. March 12, 1998 Arthur Paul Juanillo's residential application was received at former CLTC Tiyan office at 8:44am and issued numerical designation #4513
- **B.** March 23, 1998 Non-refundable application fee of \$50.00 paid with receipt no. 40959902

## **CHamoru Land Trust Commission**

#### Land Agent Staff Report ARTHUR PAUL JUANILLO

- **C.** August 1, 2002 Mr. Juanillo was issued residential lease for a portion of Lot 10154-R5, Yigo containing an area of no more than one-half (.50) acre authorized by Administrative Director, Ronald E. Franquez Teehan
- **D.** September 20, 2018 CLTC Board of Commissioners ratified Mr. Juanillo's August 1, 2002 residential lease
- E. June 02, 2025 Notarized the Succession Designation Form (CLTSD 001) naming his son, Arthur Paul Juanillo II as his successor
- **F.** June 19, 2025 Mr. Juanillo submitted his June 19, 2025 notarized Affidavit for Eligibility (CLTC AFF 002 Form)
- **G.** June 25, 2025 GCA 75A Eligibility Packet submitted for review
- **H.** June 26, 2025 Glenn R. Eay, Acting Land Agent Supervisor recommends the request requires the CLTC Board of Commissioners approval.

#### IV. FINDINGS:

A. October 8, 1948 Judgment on Declaration of Taking Civil Case 2-49, the Naval Government of Guam acquired the unsurvey lot in Mauleg, Agat from Jose Reyes Quintanilla

#### V. SUMMARY:

Mr. Arthur Paul Juanillo is requesting to be deem an eligible beneficiary under 21 GCA, Chapter 75A based on his June 19, 2025 affidavit for eligibility Occupied, Farmed or Ranched (CLTC AFF-002) stating his maternal grandfather, Juan Quintanilla Cruz was utilizing Jose Reyes Quintanilla's parcel 5/590 in Mauleg, Agat for unknown period of time up to September 29, 1948. Mr. Jose Reyes Quintanilla's unsurvey lot in Mauleg, Agat was acquired by the Naval Government of Guam nine (9) days after Mr. Juanillo's maternal grandfather, Juan Quintanilla Cruz stopped utilizing his lot.

#### VI. BOARD / LEGAL COUNSEL / ADMINISTRATIVE DIRECTOR ACTION(S):

- A. Motion to approve, deny or table Arthur Paul Juanillo as Eligible Beneficiary for CLTC program.
- **B.** Motion to approve, deny or table Arthur Paul Juanillo II as successor to Arthur Juanillo's residential lease

Kumision Inangokkon Tano' CHamoru (CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtňa, Guåhan 96932

Phone: 649-5263 ext. 815

## AFFIDAVIT FOR ELIGIBILITY OCCUPIED, FARMED, OR RANCHED

APTHUR	8.	JUNJILO	, being first duly sworn, deposes and says that
FIT STOR	1.	- Charles C	being first duty sworn, deposes and says the

1. The name of the individual seeking verification of eligibility is:

APTHUR P. JUANTULD

2. The individual, or their descendant, occupied, farmed, or ranched land on Guam for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968. If that land was acquired between December 8, 1941 and January 1, 1950, the one (1) year tenure need not have occurred immediately prior to the acquisition by the United States government.

3. The land acquired by the United States government is identified as one of the following:

Parcel Number: <u>3/64</u> @		
Address: MANLAG, AGAT		
Legal Description:		
Other Identifier:		
	0	

The date the land was acquired by the United States: SEPTEMBER -24- 1946

4. The name of the person or persons who occupied, farmed, or ranched the land:

JOSE REVES QUENTANISLIA

JUAN Quantanilla Cruz

5. The length of time the person or persons listed above continuously occupied, farmed, or ranched the land:

6. The legal owner of the land: JOSE PEVES QUINTANILA

7. The relationship between the legal owner of the land and the person or persons who occupied,

farmed, or ranched the land: FANNY WENDER

	Kumision Inangokkon Tano' Cl (CHamoru Land Trust Commission	
	2950 Hagātāa, Guāhan 96932	L Phone: 649-5263 ext. 815
8. Compens	ation or rent, if any, that was paid by the person or persons who land to the legal owner: $N/A$	occupied, farmed, or
9. Descriptio	n of the nature of the person's or persons' activity on the land, in	ncluding whether the
and was use	ed for residential or agricultural purposes:	
	N/A	
	of activity being conducted on the land, such as the types of cried:NA	
11. If the pe list N/A):	son or persons improved the land, the nature of any improvement	ents (if not applicable,
_		
	ersigned makes these statements on behalf of themselves or as	a representative of
	ersigned makes these statements on behalf of themselves or as t via a power of attorney.	a representative of $7 - 2.5$
the applican	and sworn to before me this <u>[9</u> _day of <u>JVNE</u>	
the applican	t via a power of attorney.	7-25
the applican	and sworn to before me this <u>[9</u> _day of <u>JVNE</u>	7-25

NOTARY PUBLIC



#### LEAH N. ROJAS RESIDENTIAL APPLICANT

### I. REQUEST

- > Revert application to the original applicant
- > Revert application type back to Residential.

### II. ISSUE(S)

- > The original applicant is Marvin Gary Rojas.
- The application was transferred administratively Deputy Director D. Camacho on February 14, 2018 to Leah Rojas AKA Leah Rojas Truong.
- A legal opinion from the Office of the Attorney General from Elizabeth Barrett-Anderson stated. The Statute requires that every applicant must wait in line and does not allow an applicant to transfer their "application rights" prior to death. Letter dated July 12, 2018.
- A Notarized Letter was received by CLTC on September 10, 2024 via Certified Mail, to revert back to the original applicant which is Marvin Gary Rojas.
- ▶ ..

### III. FACTS

- 1. Applicant's Date and Time: December 4, 1995 8:02 A.M.
- 2. Applicant's Application Number: 0000782
- 3. Application Type: Residential
- 4. Lot Description: N/A
- 5. Survey Map: N/A
- 6. Priority: 1
- 7. Preoccupier: N/A
- 8. Land Use Permit (LUP): N/A
- 9. Mayor's Certification: N/A
- 10. Recorded Lease: N/A
- 11. Unrecorded Lease: N/A
- 12. Lease Fee Paid: N/A
- 13. Is this a Registered Property? N/A
- 14. Residing on Private Property: N/A
- 15. Residing on Guam Ancestral Lands Property: N/A
- 16. Part of Null and Void Listing: N/A
- 17. Part of 2018 Ratified Listing: N/A
- 18. Part of 1995 Listing: N/A
- 19. Part of OPA Audit Listing: N/A

### IV. CHRONOLOGY

- 1. March 1, 2005; Letter from Allan Quan, Land Agent 1, to Marvin Gary Rojas to contact Chamorro Land Trust Commission.
- 2. September 25, 2007: Applicant Request/Change posted.
- 3. September 25, 2007: Agriculture Interview Report completed by B. Gumataotao, Land Agent 1
- 4. September 25, 2007: Marvin Gary Rojas submitted Special Power of Attorney for Patricia Rojas
- 5. November 19, 2007: Request to change application type from Residential to Agriculture requested by the POA, Patricia Rojas and approved by AD J. Borja
- 6. July 1, 2008: Acknowledgement Letter signed by POA Patricia Rojas that Lot 7153; Yigo is unregistered. Letter was accepted by B. Gumataotao, Land Agent 1
- December 26, 2017: Letter of relinquishment was received by CLTC from Mr. Marvin Gary Rojas to transfer his Residential application to Leah N. Rojas AKA Leah Rojas Truong.
- 8. February 14, 2018: Deputy Director D. Camacho approved the request regarding the Letter of relinquishment.
- 9. February 28, 2018: Mr. Rojas was advised via email that his application was transferred to his daughter Leah Rojas AKA Leah N. Rojas Truong.
- 10. February29, 2018: Leah N. Rojas AKA Leah Rojas Truong submitted a notarized Chamorro Land Trust application and all required documents to qualify.
- 11. June 25, 2018: Lean N. Rojas AKA Leah Rojas Truong submitted a Special Power of Attorney for Patricia Rojas.
- 12. June 21, 2023: Marvin Rojas visited Chamorro Land Trust Office to inquire about the process to revert the application back to him.
- 13. September 10, 2024: Received Notarize letter from Leah N. Rojas AKA Leah Rojas Truong to revert the application back to the original applicant to which is Marvin Gary Rojas.

### V. SUMMARY

- The original applicant is Marvin Gary Rojas and transferred his application to his daughter, Leah N. Rojas AKA Leah Rojas.
- A legal opinion from the Office of the Attorney General from Elizabeth Barrett-Anderson stated. The Statute requires that every applicant must wait in line and does not allow an applicant to transfer their "application rights" prior to death. Letter dated July 12, 2018.



# Survey completion without board ratification

May 26, 2025

Mr. Joey Cruz Acting Administrative Director Chamorro Land Trust Commission 590 S. Marine Corp Drive ITC Building Suite 223

#### RE: Lot 153-1, Yona

I am writing to formally address a serious issue concerning access to my property. There is an existing dirt roadway in the area that has long been used by residents, and I have similarly relied on this path to reach my lot. Unfortunately, this roadway has recently been blocked off, preventing access to my property.

Based on my understanding, the blocked roadway appears to fall within CLTC property boundaries.

Upon further review, I obtained a copy of the proposed Agricultural Subdivision Master Plan for Lot 153 (Plan No. 2015-M14-2, Doc # 880733), which is attached for your reference. According to the plan, a proposed access route leads directly to my lot, Lot 153-1. I am respectfully requesting that this access be made available so there can be proper ingress and egress to my property.

It appears the existing dirt road may have been blocked due to illegal dumping in the area. As a result, I would like to formally request CLTC's permission to have the proposed right-of-way (R/W) legally surveyed in order to clearly delineate its exact location as shown on the master plan.

I am willing to cover the costs of the survey. My licensed surveyor will conduct the survey, stake out, and map the proposed R/W accordingly so it can be properly processed, approved, and recorded.

It is imperative that this issue be addressed promptly to prevent further access restrictions. I trust that CLTC will act in good faith to uphold property rights and support responsible land use.

I appreciate your attention to this matter and expect your timely response.

Respectfully,

run

Melissa V. Torres MEC LLC.

June 10, 2025

To Whom It May Concern,

#### Subject: Authorization to Represent MEC, LLC. at CLTC Meeting Lot 153-1, Yona

I hereby authorize **Raymond Cruz**, to act on behalf of MEC, LLC. during the upcoming CLTC Board Meeting scheduled to be held on **June 19, 2025** via Zoom.

This authorization includes, but is not limited to, the rights to:

- Attend and participate in the meeting;
- Present and discuss relevant matters concerning our company's interests;
- Sign attendance or meeting records if required;
- Receive official communications and documents from the meeting;
- Express our position on agenda items, within the scope of discussion;
- Vote or make decisions, if applicable and permitted by the Land Trust's rules.

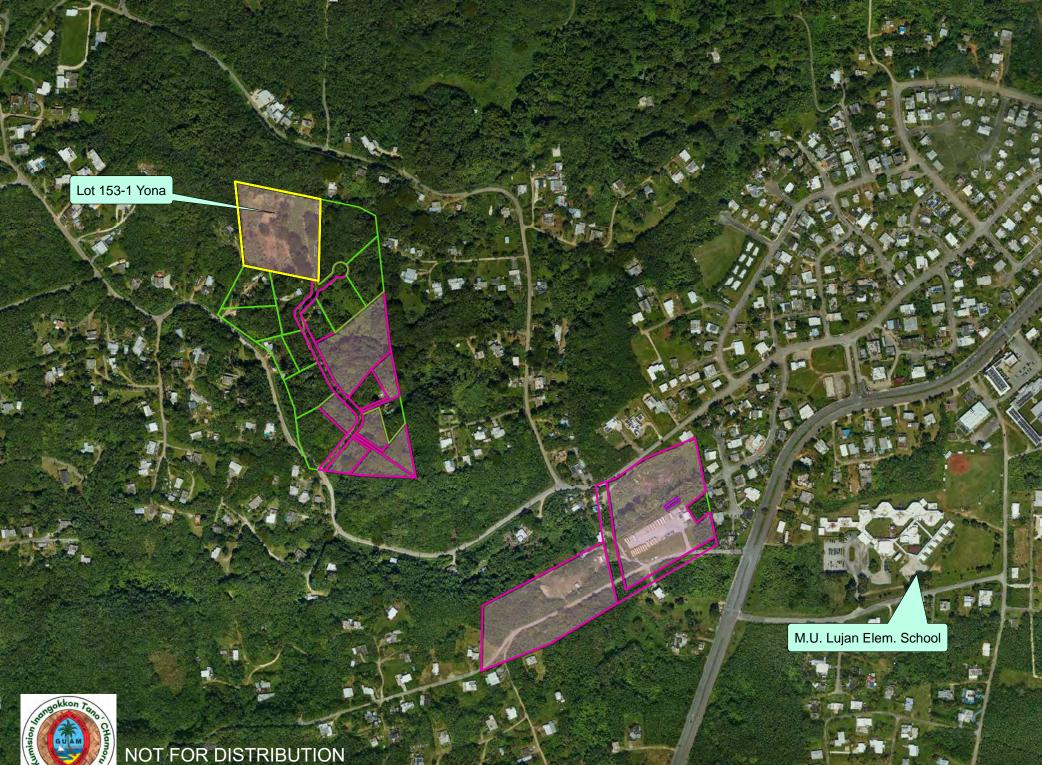
This letter serves as formal evidence of our consent and delegation of authority. Please accord **Raymond Cruz** full cooperation and access as needed.

Should you require any further information or verification, please feel free to contact us directly at mecllc.gu@gmail.com.

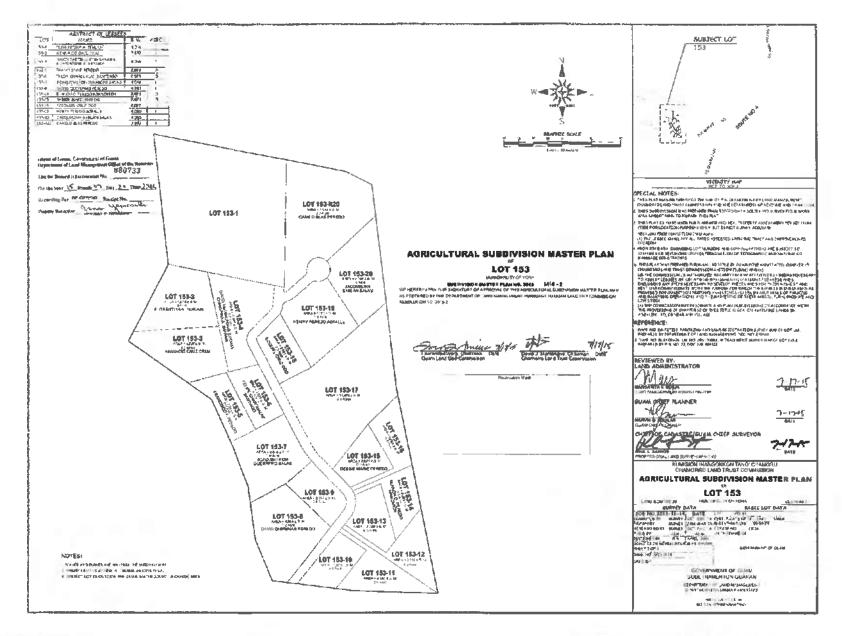
Sincerely,

res

Melissa V. Torres MEC LLC.



NOT FOR DISTRIBUTION CLTC MEETING - JULY 17, 2025



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### Re: Arlene Burdallo - Junk Removal

1 message

CLTC Admin <cltc admin@cltc.guam.gov> Reply-To. cltc.admin@cltc.guam.gov Tol CLTC Admin <cltc.admin@cltc guam.gov> Cc Shakira Francisco <shaqfrancisco@gmail.com>

Hafa Adai and good morning

Our office is in receipt of your email

A copy of this correspondence will be provided to Ms. Arlene Bordallo, CLTC Chairwoman for her review.

If you have any questions, you may contact our office at (671) 300-3296.

Thank you.

On Thursday, June 26, 2025 at 1:59 19 PM UTC+10 Shakira Francisco wrote

Hafa Adai, I was wondering if I could get permission to enter the property to obtain these abandoned vehicles. We are able to bring our equipment to tow. Thank you, hope to hear from you soon!

Tue: Jul 1: 2025 at 10:25 AM











# **Designation of Public Information Officer**

\*\*Tabled at July 17, 2025 Board Meeting\*\*