

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN
2016 (SECOND) Regular Session

Bill No. 375-33C(OR)

Introduced by:

T. C. Ada
B. J. F. Cruz
J. T. Won Pat, Ed.D.
R. J. Respicio

2016 SEP 22 PM 1:50
GORDON

**AN ACT TO AUTHORIZE A LEASE BETWEEN
THE CHAMORRO LAND TRUST COMMISSION
AND INADAHEN I LINA'LA' KOTTURAN
CHAMORU, INC. ON LOT 5173-1-R2NEW-4,
MUNICIPALITY OF TAMUNING, FOR USE AS A
CULTURAL CENTER.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that from time to time there is a need for legislative intervention to perpetuate the Chamorro culture.

I Liheslaturan Guåhan also finds that there are only two Chamorro cultural centers in the entire world. *Gef Pa'go* in the village of Inarajan serves as the cultural center in Southern Guam and *Sågan Kotturan Chamoru (SKC)* serves as the cultural center in Central and Northern Guam.

I Liheslaturan Guåhan further finds that SKC's use and occupancy of the land under which they operate is a temporary license issued by the Chamorro Land Trust Commission. The License is attached for reference as Exhibit A. The two Chamorro cultural centers in the world are at best, tenuous, in their occupancy and use of the lands upon which they are situated and operate.

1 *I Liheslaturan Guåhan* intends to create and authorize a legislative lease for
2 the cultural center at *Ypao Point*, now licensed by the Chamorro Land Trust
3 Commission, to the non-profit organization *Inadahen I Lina 'la' Kotturan Chamoru,*
4 *Inc.*

5 **Section 2. Property Identified for a Cultural Center.** Lot No. 5173-1-
6 R2NEW-4, Municipality of *Tamuning, Ypao Point*, containing an area of 34,419±
7 square meters as shown on Department of Land Management Map No. 004FY2011
8 attached as Exhibit B shall be the location of the cultural center now known as
9 *Sågan Kotturan Chamoru*. The Chamorro Land Trust Commission is authorized to
10 lease Lot No. 5173-1-R2NEW-4, Municipality of *Tamuning, Ypao Point*
11 containing an area of 34,419± square meters to the non-profit organization known
12 as *Inadahen I Lina 'la' Kotturan Chamoru, Inc.*

13 **Section 3. Terms of the Lease.**

14 Reference documents include:

15 A copy of the existing License is attached for reference as Exhibit A.

16 A copy of the organization's Corporate Charter Paper is attached for
17 reference as Exhibit B.

18 A copy of the Department of Land Management recorded Map, Document
19 No. 814430 is attached for reference as Exhibit C.

20 A copy of a digital aerial view of Lot 5173-1-R2NEW-4 is attached for
21 reference as Exhibit D.

22 The terms and conditions of the Lease shall be identical to the existing
23 License except for; which shall be:

24 (a) Description of Property: Lot 5173-1-R2NEW-4, Municipality
25 of *Tamuning, Ypao Point* containing an area of 34,419 square meters or 8.5
26 acres as shown on Map No. 004FY2011 recorded at the Department of Land
27 Management as Document No. 814430.

- 1 (b) Term: 99 years
- 2 (c) Option to Extend: At the discretion of the Chamorro Land Trust
- 3 Commission
- 4 (d) Compensation: \$1 per year
- 5 (e) Termination: No provisions to terminate.

6 **Section 4. Signatories to Lease.**

7 The Chairperson and the Administrative Director of the Chamorro Land
8 Trust Commission, authorized by board resolution, shall be signatories to this
9 lease.

10 **Section 5. Effective Date.** This Act *shall* take effect upon enactment. The
11 Department of Land Management and the Chamorro Land Trust Commission are
12 hereby directed to complete signatures in this lease within 15 calendar days of the
13 enactment of this Act.

14 **Section 6. Severability.** If any provision of this law or its application to any
15 person or circumstance is found to be invalid or contrary to law, such invalidity *shall not*
16 affect other provisions or applications of this law, which can be given effect without the
17 invalid provisions or applications and to this end the provisions of this act are severable.



Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guam 96932

Phone: 475-4251 Fax: 477-8082

Exhibit A of Bill No. Chamorro Land Trust Commission License Agreement

Felix P. Camacho
Governor of Guam

Kaleo S. Moylan
Lieutenant Governor of Guam

Commission Members

Delfin R. Damian, Jr.
Chairman

Annie R. Perez
Commissioner

David J. Matanane
Commissioner

Oscar A. Calvo
Commissioner

(Vacant)
Commissioner

Joseph M. Borja
Acting Administrative Director

THIS LICENSE AGREEMENT is made effective as of December 1, 2006 by and between the Chamorro Land Trust Commission whose mailing address is P.O. Box 2950, Agana, Guam 96910 ("Licensor") and Inadahen I Lina'la' Kotturan Chamoru, Inc. whose mailing address is P.O. Box 4157 Hagatna, Guam 96932 ("Licensee").

RECITALS

WHEREAS, Licensor has jurisdiction over Lot No. 5173-1-R2NEW-4NEW-1, Municipality of Tamuning Guam, by virtue of the "Administrative Transfer of Jurisdiction of Certain Government of Guam Lands" dated January 19, 1994, recorded under Document No. 503740 at the Department of Land Management; and

WHEREAS, Licensee had demonstrated interest to the government of Guam in a license within Lot No. 5173-1-R2NEW-4NEW-1, Municipality of Tamuning, Guam, containing an area of 8 acres, more accurately described and delineated in Exhibit "A" of this Agreement, hereinafter referred to as the "PROPERTY" for the purpose of a locally owned and managed Chamoru Cultural Center with related retail and instructional facilities; and

WHEREAS, Licensor received testimony from Licensee, outlining its intentions, proposed activities and physical layout within the PROPERTY; and

WHEREAS, Licensee, is particularly interested in the PROPERTY; and

WHEREAS, Licensor has determined that highest and best use of the PROPERTY is not realized in residential or agricultural activities; and

WHEREAS, the PROPERTY can be used most effectively by Licensee; and

Initials:
 JMB AMA

WHEREAS, Licensor has the authority to grant a five (5) year base term license with options to renew for three (3) additional five (5) year periods to Licensee, for such purposes pursuant to §75107(c) of Title 21, Guam Code Annotated; and

WHEREAS, on November 22, 2006, Licensor voted to approve the grant to such license;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I

GRANT OF LICENSE; DESCRIPTION OF PROPERTY

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described real PROPERTY within:

Lot No. 5173-1-R2NEW-4NEW-1, Municipality of Tamuning, Guam, containing 8 buildings within an area of 8 acres, as delineated in Exhibit "A" attached and made a part hereof.

The Licensor shall have the right to itself and to the agents and representatives of the government in which said licensed PROPERTY is situated, to enter and cross any portion of said licensed PROPERTY for the purpose of performing any public or official duties; provided, further, in the exercise of such rights, the Licensor shall not unreasonably interfere with the Licensee's use and enjoyment of the PROPERTY.

II

TERM

Except as otherwise provided herein, the term of this Agreement shall be for a period not to exceed five (5) years, commencing December 1, 2006 (the "Commencement Date") and ending at midnight on December 1, 2011 (the "Termination Date").

Initials: JMB AMA

III

OPTION TO EXTEND

Licensee shall have the right to extend the term of this Agreement upon the same terms, covenants and conditions as herein contained, except as otherwise provided herein, for three (3) successive additional periods of five (5) years each from and after the Termination Date hereof. In order to exercise said option to extend; Licensee shall deliver to Licensors written notice of the intent to extend the term, no later than sixty (60) days before the end of the then-current term of the Agreement.

IV

LIMITATION TO DESCRIBED PURPOSE

The PROPERTY may be occupied and used by licensee solely for the activities proposed by Licensee and for incidental purposes related to the operation and maintenance of a Chamoru Cultural Center from the Commencement Date, and continuing until this agreement is terminated as provided herein. Licensee shall procure all requisite authorization and permits from the appropriate government of Guam agency or authority for any licensed activity.

V

COMPENSATION

Licensors and Licensee expressly acknowledge that a deferment of compensation for this license shall be allowed for the construction period of eighteen (18) months commencing on the date of this agreement. Licensors and Licensee expressly acknowledge that upon completion of the deferment period previously described herein compensation for this license shall be equal to five percent (5%) of each (US) dollar collected as entrance fee(s) assessed from visitors into the Chamoru Cultural Center and/or its related facilities located within the property.

The license fees shall be payable quarterly and supported by certified financial statements of the licensee's activities on the property and provided to the licensors upon payment of license fees as stated herein and quarterly thereafter.

1. If Licensee shall exercise its option to extend the term of this agreement, the quarterly fee during the extended term shall be based on the present use value of the

failure on the part of the Licensee to maintain the PROPERTY in a safe condition and will reimburse Chamorro Land Trust Commission for all costs and attorneys' fees in connection with the defense of any such claim.

XVIII

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Licensee will procure, at its own cost and expense and keep in force during said term for the mutual benefit of Chamorro Land Trust Commission and Licensee, a policy of comprehensive liability insurance in such form and with such insurance company as Chamorro Land Trust Commission shall approve, with minimum limits of not less than \$300,000.00 for injury or death to one person and not less than \$100,000.00 for any one occurrence, and a policy in the sum of \$100,000.00 insuring against claims of third persons for property damage. Said policy or policies or copies thereof must be deposited with the Chamorro Land Trust Commission and must cover the PROPERTY, including entrances to the PROPERTY, and sidewalks and parking areas adjacent to the PROPERTY. Chamorro Land Trust Commission may review the foregoing limits of coverage and require increases therein but shall not require increases more frequently than annually. Said policy or policies shall also contain a clause stating that the insurer will not cancel or change insurance coverage without first giving the Chamorro Land Trust Commission and Licensee thirty (30) days prior written notice of such change or cancellation.

XIX

PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY

Parties recognize there may be known or unknown pre-existing conditions on subject property, and agree to hold each other harmless from any liability arising out of such conditions.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Agana, Guam, on the due date and year first above written.

By: [Signature]
Joseph M. Borja,
Acting Administrative Director
Chamorro Land Trust Commission

By: [Signature]
Anna Marie B. Arceo,
President
Inadahen I Lina'la' Kotturan
Chamoru, Inc.

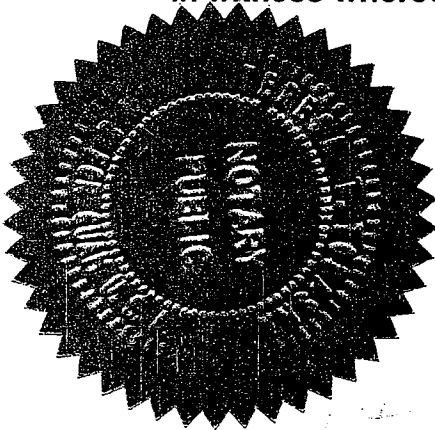
Date: December 1, 2006

Date: 12/1/06

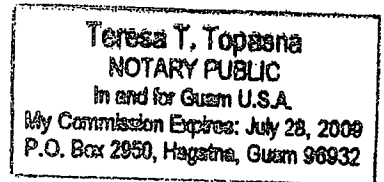
ACKNOWLEDGEMENT

On this 1st day of December, 2006, before me the undersigned notary personally appeared Joseph M. Borja, Acting Administrative Director, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

In witness whereof I have hereunto affixed my name and official seal.



Notary Public [Signature]
My Commission Expires July 28, 2009

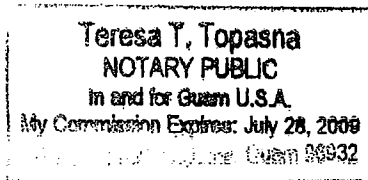


ACKNOWLEDGEMENT

On this 1st day of December, 2006, before me the undersigned notary personally appeared Anna Marie B. Arceo, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

In witness whereof I have hereunto affixed my name and official seal.

Notary Public [Signature]
My Commission Expires July 28, 2009



Initials: JMB AMA

Exhibit B of Bill No.

GOVERNMENT OF GUAM Department of Revenue and Taxation

INCORPORATION CERTIFICATE

This is to certify that the Articles of Incorporation of

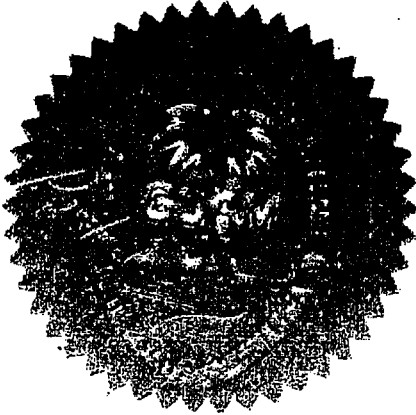
INADAHEN I LINA'LA' KOTTURAN CHAMORU, INC.

have been duly filed and entered in accordance with Law under Charter No: D-15191 in the Records of Articles of Incorporation in the Department of Revenue and Taxation Government of Guam.

Effective 3:50 PM, Guam Pacific Time on January 25, 2006,

the persons signing said Articles of Incorporation and their associates and successors shall constitute in body politic and corporate under the name INADAHEN I LINA'LA' KOTTURAN CHAMORU, INC.

for the term specified in said Articles of Incorporation, not exceeding fifty years, unless sooner legally dissolved.



In Witness Whereof, I have hereunto subscribed my name officially, and have hereon impressed my Seal of Office at the City of Hagatña, Guam U. S. A., on this 25th day of January A. D. 2006.

Artemio B. Ilagan
ARTEMIO B. ILAGAN

3/20 Director of Revenue and Taxation

Exhibit C of Bill No.

LEGEND:

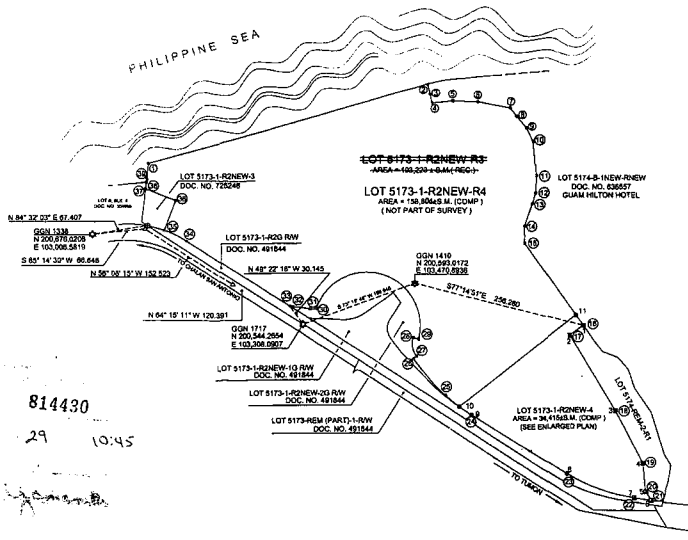
- ☆ GGN STATION
- ☐ FOUND 4"x4" CONCRETE MONUMENT, SET BY UNKNOWN. DOC.NO. 491844
- ☐ SET NO. 4 REBAR MARKED "DLM"
- CORNER NOT RETRACTED
- △ TRAVERSE STATION (NAIL OR REBAR SET)
- FOUND 4"x4" CONCRETE MONUMENT SET BY R.L.S.# 40, DOC.NO. 491844

SPECIAL NOTE:

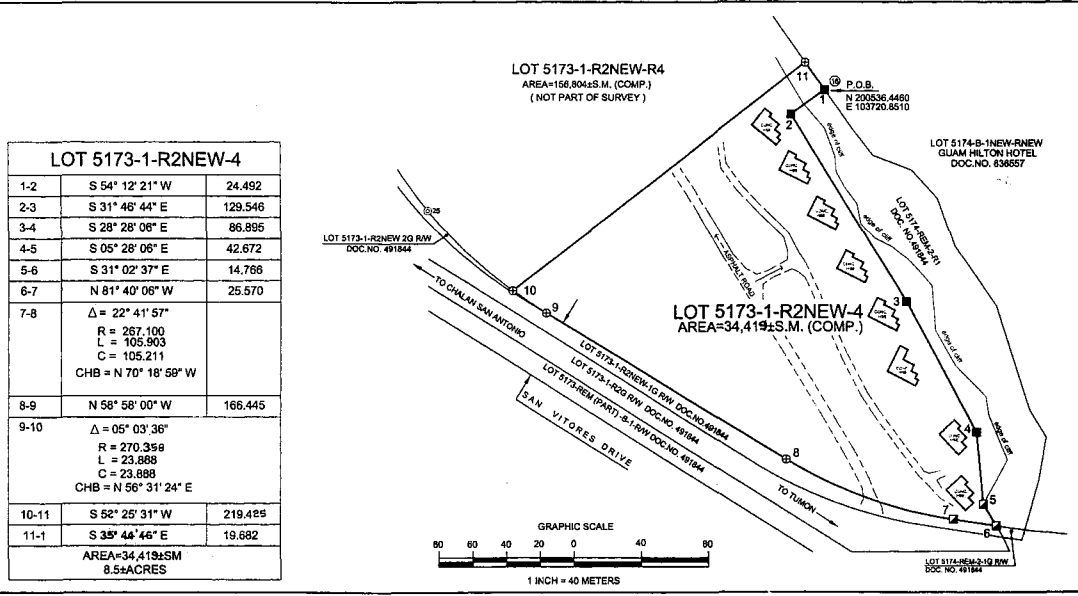
- 1) DATA FOR LOT 5173-1-R2NEW-R4 AS SHOWN ON THIS MAP ARE RECORD DATA AND NOT FOR FIELD CONDITION.
- 2) PER PUBLIC LAW 55-126, SECTION 1 (G), THIS IS A "LOT PARCELLING" SURVEY AND THEREFORE EXEMPTED FROM THE MAP PROCESSING REQUIREMENTS OF P.L. 28-126 SEC.1 (a)

LOT 5173-1-R2NEW-R3

COURSE	BEARING	DIST.(m)
①-②	(N 74° 09' 14" E)	(429.776)
②-③	(S 15° 49' 21" E)	(15.546)
③-④	(S 09° 37' 05" E)	(12.509)
④-5	(N 83° 57' 58" E)	(31.321)
⑤-⑥	(S 88° 23' 05" E)	(37.109)
⑥-⑦	(S 79° 49' 23" E)	(49.095)
⑦-⑧	(S 39° 02' 03" E)	(15.299)
⑧-⑨	(S 40° 24' 15" E)	(22.57)
⑨-10	(S 28° 58' 45" E)	(22.685)
10-11	(S 04° 59' 06" E)	(50.121)
11-12	(S 30° 22' 20" W)	(25.532)
12-13	(S 17° 06' 01" W)	(18.087)
13-14	(S 19° 54' 09" W)	(35.787)
14-15	(S 01° 22' 34" E)	(35.207)
15-16	(S 35° 49' 09" E)	(50.673)
16-17	(S 54° 11' 59" W)	(24.494)
17-18	(S 31° 47' 24" E)	(52.548)
18-19	(S 28° 28' 15" E)	(68.898)
19-20	(S 06° 27' 27" E)	(42.872)
20-21	(S 31° 02' 42" E)	(14.788)
21-22	(S 81° 40' 10" E)	(25.570)
22-23	(Δ = 22° 41' 56" (R = 287.310 (L = 105.903 (C = 105.211 (CHB = N 70° 18' 59" W	
23-24	(N 58° 58' 12" W)	(166.448)
24-25	(Δ = 20° 13' 20" (R = 270.358 (L = 98.433 (C = 94.939 (CHB = S 48° 51' 28" E	
25-26	(N 38° 44' 43" W)	(24.475)
26-27	(N 81° 18' 17" E)	(6.096)
27-28	(Δ = 59° 56' 45" (R = 29.588 (L = 28.366 (C = 28.191 (CHB = N 10° 18' 21" W	
28-29	(S 71° 47' 58" E)	(8.230)
29-30	(Δ = 194° 09' 20" (R = 70.249 (L = 254.713 (C = 158.390 (CHB = N 73° 52' 38" W	
30-31	(Δ = 12° 49' 14" (R = 40.538 (L = 9.071 (C = 9.953 (CHB = N 89° 30' 22" W	
31-32	(N 83° 09' 42" W)	(25.747)
32-33	(Δ = 95° 51' 40" (R = 40.538 (L = 4.148 (C = 4.145 (CHB = N 80° 09' 53" W	
33-34	(N 57° 50' 34" W)	(181.061)
34-35	(Δ = 11° 06' 08" (R = 159.269 (L = 31.009 (C = 30.869 (CHB = N 83° 26' 29" W	
35-36	(N 20° 59' 57" E)	(43.927)
36-37	(N 74° 42' 22" W)	(52.064)
37-38	(N 08° 22' 50" E)	(17.939)
38-39	(N 08° 23' 01" E)	(4.353)
39-40	(N 08° 23' 01" E)	(23.228)
40-41	(AREA = 180,223 ± SQ.M.)	



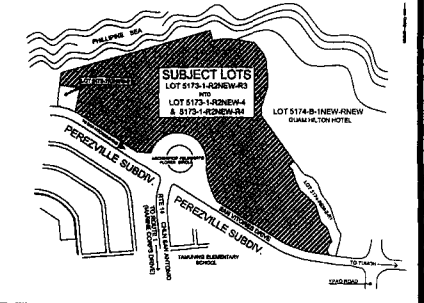
"SCHEME SHOWING LOTS 5173-1-R2NEW-R3 AND GGN TIE-IN" (NOT TO SCALE)



"ENLARGED PLAN"

CHECKED BY: *[Signature]* DATE: *Nov. 8, 2010*
 NARVIN G. AGUILAR, PLANNER, DLM
 CHECKED BY: *[Signature]* DATE: *11.16.10*
 JIMMY T. CARACTO, ENG. TECH., DLM

PAUL L. SANTOS, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON JANUARY 2008 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT I AM RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION SHOWN HEREON. I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND LOCATION INDICATED ON THIS MAP.
 PAUL L. SANTOS
 PROFESSIONAL LAND SURVEYOR NO. 68
 DATE: *10-25-10*



- NOTES:**
1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
 2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
 3. BEARINGS AND DISTANCES WITHIN PARENTHESES ARE RECORD, IN BRACKET ARE 1993 RECORD DATA, ALL OTHERS ARE 1993 VALUES.
 4. SUBJECT LOT (5) IS / ARE ZONED "R2" MULTI-DWELLING AS PER 1967 OFFICIAL ZONING MAP, FORTRES.
 5. SUBJECT LOT (8) IS / ARE WITHIN THE NORTHERN AQUIFER.
 6. AS-BUILTS EXIST ON THE PROPERTY AS OF APPROVAL OF THIS MAP.
 7. CONCRETE HOUSES AS PER AS-BUILTS ARE ONE STORY, SINGLE FAMILY UNITS.

- REFERENCES:**
1. RETRACEMENT SURVEY MAP OF LOTS 5173-1-R2NEW-R2, 5174-REM-3-R1, 5174-REM-1-5174-REM-4-1G RW, 5173-1-R2NEW-1G RW, 5173-1-R2NEW-2G RW, 5173-1-R2G RW PARCELLING (RW SEVERANCE) OF LOT 5173-REM(PART)-B, BY R.L.S. NO. 65, L.M. NO. 470 FY92, DOC. NO. 491844.
 2. RESUBDIVISION SURVEY MAP OF LOTS 5173-1-R2NEW-R2, BY P.L.S.# 66 DWG. NO. H-081987, L.M. NO. 104 F.Y. 2008, DOC. NO. 738248.

CERTIFICATION AND APPROVALS:

SATISFACTORY TO AND APPROVED BY: *[Signature]* DATE: *11/10*

LESSEE: MARIA A. ARCED
 PRESIDENT
 MARIAN H. LUALABA, KOTTURAH CHAMORU, INC.
 AUTHORITY: PUBLIC LAW NO. 25-178

CHRYSTOPHER M. BURENAS
 DIRECTOR, DEPARTMENT OF LAND MANAGEMENT
 DATE: *11/4/10*

JOSSE GARCIA
 ACTING ADMINISTRATIVE DIRECTOR
 CHAMORRO LAND TRUST COMMISSION
 DATE: *11/4/2010*

CERTIFICATION OF GUAM CHIEF PLANNER APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBDIVISION LAW.
[Signature] DATE: *11-09-2010*

CARLOS R. UNTALAN
 GUAM CHIEF PLANNER

CERTIFICATION OF GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE
 THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, ARTICLE 4, IMPROVEMENT REGULATION SYSTEM AND REGULATIONS THEREUNDER THIS 22nd DAY OF *NOVEMBER* 2010.
[Signature]

PAUL L. SANTOS, R.L.S.# 68
 GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

REVISIONS	DESCRIPTION	BY	APPROVED BY	DATE

LOT PARCELLING SURVEY MAP OF LOT 5173-1-R2NEW-R3 MUNICIPALITY OF TAMUNING

LAND SQUARE NO. 13 SECTION NO. 1

BOOK NO.	DATE	DATE	BASIC LOT DATA
COMPILED BY: PC	OCT 2010		LOT 5173-1
DRAWN BY: PC	OCT 2010		CERTIFICATE OF TITLE NO. 5597
RESEARCHED: AP	DEC. 2006		REGISTERED ON: NOV. 20, 1992
FIELD BY: DUY CREW	08/27/2010		IN THE NAME OF:
CHECKED BY: PLS	OCT 2010		

SCALE IN METRIC SYSTEM AS SHOWN
 SHEET 1 OF 1
 DWG. NO. H-077704
 L.M. CHECK NO. 004 FY 2011

GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT
 DIPARTAMENTON MIÑANEHAN TÀNO
 LAND SURVEY DIVISION
 DIBISION AGRAMENSIA TÀNO

Exhibit D of Bill No.

