


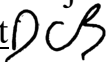
I Mina'trentai Siette Na Liheslaturan Guåhan
BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	FISCAL NOTES	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	NOTES
287-37 (LS)	Therese M. Terlaje Chris Barnett	AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SUBDIVIDE AND ENTER INTO A COMMERCIAL LEASE OR LICENSE FOR A SUBDIVIDED PORTION OF LOT 7161-R1 IN THE MUNICIPALITY OF YIGO FOR THE OPERATION OF A RACEWAY; AND TO REPEAL PUBLIC LAW 34-142 IN ITS ENTIRETY.	4/29/24 2:47 p.m.						Referred Version 5/2/24

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

Bill No. 287-37 (LS)

Introduced by:

Therese M. Terlaje 
Chris Barnett 

AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SUBDIVIDE AND ENTER INTO A COMMERCIAL LEASE OR LICENSE FOR A SUBDIVIDED PORTION OF LOT 7161-R1 IN THE MUNICIPALITY OF YIGO FOR THE OPERATION OF A RACEWAY; AND TO REPEAL PUBLIC LAW 34-142 IN ITS ENTIRETY.

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

2 **Section 1. Authorization to Lease.** Notwithstanding any other provision of
3 law, *I Liheslaturan Guåhan* authorizes the Chamorro Land Trust Commission
4 (CLTC) to subdivide Lot 7161-R1 in the municipality of Yigo (“Property”) to
5 separate existing raceway infrastructure, and to enter into a commercial lease or
6 license for that subdivided portion of Lot 7161-R1 for a period of up to five (5) years
7 for the operation of a raceway. Except as specifically provided in this Act,
8 conditions of the lease or license shall comply with 21 GCA § 75A122 and shall be
9 subject to the approval of the Attorney General of Guam.

10 **Section 2. Terms and Conditions.** Notwithstanding any other provision of
11 law, *I Liheslaturan Guåhan* authorizes the CLTC to negotiate the terms of the
12 commercial lease or license for the Property to include:

- 1 (a) Lessee/licensee must be a registered non-profit organization;
- 2 (b) The Property may be occupied and used by the lessee/licensee
3 solely for the raceway, related support facilities, and various
4 outdoor events;
- 5 (c) Any and all taxes, fees and assessments levied upon the Property
6 and any improvements thereon described herein shall be borne and
7 paid for the lessee/licensee;
- 8 (d) Participation rent may be applicable from the effective day of the
9 lease or license.
- 10 (e) The rights of the lessee/licensee are personal to the lessee/licensee
11 and may not be transferred or assigned to any other person, firm,
12 corporation or other entity;
- 13 (f) Lessee/licensee shall not claim any costs, claims or damages from
14 CLTC in connection with or on account of any injuries or damages
15 arising in or on the Property described above regardless of the fault
16 or negligence of CLTC while under license to and being used by
17 lessee/licensee and lessee/licensee's officers, employees, members,
18 guest or invitees and lessee/licensee and CLTC shall hold
19 indemnify and hold harmless CLTC from any and all costs, losses,
20 claims or damages of any kind or nature arising in connection with
21 the use of the Property;
- 22 (g) Lessee/licensee agrees to hold CLTC from any and all claims or
23 demands made by third persons for loss, damage, or injury
24 including claims for property damage, personal injury or wrongful
25 death occurring in, on, or about the Property, including sidewalks
26 and parking areas adjacent thereto, or occasioned by any nuisance
27 made or suffered on the Property, or by any fire thereon, or

1 growing out of, or cause by any failure on the part of
2 lessee/licensee to maintain the Property in a safe condition and will
3 reimburse CLTC for all costs and attorney's fees in connection
4 with the defense of any such claim;

5 (h) Lessee/licensee will procure, at its own cost and expense and keep
6 in force during said term for the mutual benefit of CLTC and
7 lessee/licensee, a policy of comprehensive liability insurance in
8 such form and with such insurance company as CLTC shall
9 approve, with minimum limits of not less than \$300,000.00 for
10 injury or death to one person and not less than \$1,000,000.00 for
11 any one occurrence, and a policy in the sum of \$1,000,000.00
12 insuring against claims of third persons for property damage. Said
13 policy or policies or copies thereof must be deposited with CLTC
14 and must cover the Property, including entrances to the Property
15 and sidewalks and parking areas adjacent to the Property. CLTC
16 may review the foregoing limits of coverage and require increases
17 therein but shall not require increases more frequently than
18 annually. Said policy or policies shall also contain a clause stating
19 that the insurer will not cancel or change the insurance coverage
20 without first giving CLTC thirty (30) days prior written notice of
21 such change or cancellation;

22 (i) Lessee/licensee, at its sole cost, shall maintain on lessee/licensee's
23 personal property and leasehold improvements, a policy of
24 standard fire and extended coverage insurance, with vandalism and
25 malicious mischief endorsements, to the extent of at least ninety
26 percent (90%) of full replacement value. Such insurance shall be

1 issued in the name of lessee/licensee and shall provide that all
2 proceeds shall be made payable to lessee/licensee;

3 (j) Any alterations to the Property shall be approved by CLTC; and

4 (k) Notwithstanding any other provision of law, mineral extraction is
5 prohibited and shall not be included in the terms of the lease or
6 license.

7 **Section 3. License Revenues.**

8 Proceeds from the commercial lease or license for the subdivided
9 portion of Lot 7161-R1, municipality of Yigo, pursuant to this Act shall be
10 deposited into the Chamorro Land Trust Survey and Infrastructure Fund
11 Account during the term of the lease or license.

12 **Section 4.** Repeal of Public Law 34-142. Public Law 34-142 is hereby
13 repealed in its entirety:

14 ~~“Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan*
15 finds that the Guam Racing Federation (GRF), a non-profit organization sanctioned
16 by the Department of Revenue and Taxation, was granted a license agreement by the
17 Chamorro Land Trust Commission (CLTC) to use Lot 7161-R1 in Yigo, Guam,
18 under Department of Land Management Instrument Number 503740. The license
19 term expired on May 31, 2018, with no remaining options to extend.~~

20 ~~*I Liheslaturan Guåhan* also finds that during the twenty (20)-year license
21 period the GRF significantly contributed to the promotion and growth of sports
22 tourism by constructing the necessary racing facilities to enable the hosting of the
23 “Smokin’ Wheels” off road races, an annual event that started in 1979, as well as
24 numerous other annual motor and non-motor racing events.~~

25 ~~*I Liheslaturan Guåhan* also finds that during the twenty (20)-year license
26 period the development plans by the GRF for the Guam International Raceway Park~~

1 were placed on hold for approximately seven (7) years due to the uncertainty of the
2 military buildup and the location of the firing ranges.

3 ~~*I Liheslaturan Guåhan* further finds that the raceway facility has effectively
4 provided a safe venue for speed testing and drag racing, virtually eliminating illegal
5 drag racing on Guam’s highways.~~

6 ~~Therefore, *I Liheslaturan Guåhan* intends to authorize the lease of Lot 7161-
7 R1 in *Yigo*, Guam for a period of up to fifty (50) years, and to allow the granting of
8 a “right of first refusal” to the GRF (the current licensee); and, to require that the
9 CLTC transmit to *I Liheslatura* (the Legislature) a negotiated lease within one
10 hundred eighty (180) days from enactment of this Act.~~

11 ~~**Section 2. Authorization to Lease.** Notwithstanding any other provisions
12 of law, *I Liheslaturan Guåhan* authorizes the CLTC to lease Lot 7161-R1 in the
13 municipality of *Yigo* for a period of up to fifty (50) years for commercial purposes,
14 to include the operation of a raceway, related support facilities, and various outdoor
15 events.~~

16 ~~**Section 3. Right of First Refusal.** The CLTC *shall* give right of first refusal
17 to the current licensee, the GRF; provided, that if granted right of first refusal, GRF
18 must express its intention in writing to the Executive Director of the CLTC no later
19 than fifteen (15) days from the date of enactment of this Act.~~

20 ~~**Section 4. Lease Terms.** Notwithstanding any other provisions of law, *I*
21 *Liheslaturan Guåhan* authorizes the CLTC to negotiate the terms of the lease for Lot
22 7161-R1, municipality of *Yigo*, Guam; provided, that such negotiated lease *shall* be
23 submitted to *I Liheslatura* (the Legislature) for approval by statute.~~

24 ~~If the current licensee, GRF, exercises the “right of first refusal,” the CLTC
25 *shall* within one hundred eighty (180) days from GRF’s exercise of the “right of first
26 refusal,” submit the lease negotiated with the GRF to *I Liheslatura* (the Legislature)
27 for approval by statute. Except as specifically provided in this Act, conditions of the~~

1 lease ~~shall~~ comply with 21 GCA § 75122. Notwithstanding any other provision of
2 law, mineral extraction is prohibited and ~~shall not~~ be included in the terms of the
3 lease.

4 **Section 5. ~~Lease Revenues.~~**

5 (a) ~~Proceeds from the leasing of Lot 7161 R1, municipality of Yigo,~~
6 ~~shall be deposited into the Chamorro Land Trust Survey and Infrastructure~~
7 ~~Fund Account during the term of the lease.~~

8 (b) ~~All monies in the Chamorro Land Trust Survey and~~
9 ~~Infrastructure Fund Account are hereby appropriated to the CLTC to be~~
10 ~~expended in accordance with 21 GCA Chapter 75, and are not subject to I~~
11 ~~Maga'låhen Guåhan's transfer authority. The Administrative Director shall~~
12 ~~comply with all existing reporting requirements by submitting a quarterly~~
13 ~~report of the Chamorro Land Trust Survey and Infrastructure Fund Account~~
14 ~~to I Maga'låhen Guåhan, I Liheslaturan Guåhan, and the Office of Public~~
15 ~~Accountability. The Administrative Director shall ensure that the Chamorro~~
16 ~~Land Trust Survey and Infrastructure Fund Account is in compliance with all~~
17 ~~existing statutes, rules and regulations, codes, executive orders, and any other~~
18 ~~authority that is applicable to the Commission and the use of the funds in the~~
19 ~~Chamorro Land Trust Survey and Infrastructure Fund Account pursuant to 21~~
20 ~~GCA Chapter 75.~~

21 **Section 6. ~~Severability.~~** ~~If any provision of this Act or its application to any~~
22 ~~person or circumstance is found to be invalid or contrary to law, such invalidity shall~~
23 ~~not affect other provisions or applications of this Act that can be given effect without~~
24 ~~the invalid provision or application, and to this end the provisions of this Act are~~
25 ~~severable.~~

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