



**Sen. Thomas Ada**  
**Chairman**

Committee on Transportation, Infrastructure, Lands,  
Border Protection, Veterans' Affairs and Procurement  
*I Mina Trentai Tres Na Liheslaturan Guahan* • 33<sup>rd</sup> Guam Legislature

APR 24 2015

**The Honorable Judith T. Won Pat, Ed.D.**  
Speaker  
I Mina Trentai Tres Na Liheslaturan Guahan  
155 Hesler Place  
Hagåtña, Guam 96910

**VIA: The Honorable Rory J. Respicio**  
Chairperson, Committee on Rules *WR*

**RE: Committee Report on Bill No. 55-33 (COR) As Substituted by the author**

2015 APR 20 PM 2:55 *WR*

Dear Speaker Won Pat:

Transmitted herewith is the Committee Report on **Bill No. 55-33 (COR) As Substituted**, "An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam as substituted by the author."

Committee votes are as follows:

- 4 TO DO PASS
- \_\_\_\_\_ TO NOT PASS
- 2 TO REPORT OUT ONLY
- \_\_\_\_\_ TO ABSTAIN
- \_\_\_\_\_ TO PLACE IN INACTIVE FILE

*Si Yu'os ma'ase',*

*Thomas C. Ada*  
Thomas C. Ada



**Sen. Thomas Ada**

Chairman

Committee on Transportation, Infrastructure, Lands,  
Border Protection, Veterans' Affairs and Procurement

*I Mina Trentai Tres Na Liheslaturan Guåhan* • 33<sup>rd</sup> Guam Legislature

## **COMMITTEE REPORT ON**

**Bill No. 55-33 (COR)**

As Substituted

**“An act to approve the lease between  
the Government of Guam and the  
Palauan Community Association of  
Guam as substituted by the author.”**



## Sen. Thomas Ada


Chairman

Committee on Transportation, Infrastructure, Lands,  
Border Protection, Veterans' Affairs and Procurement  
*I Mina Trentai Tres Na Liheslaturan Guåban • 33<sup>rd</sup> Guam Legislature*

April 23, 2015

### MEMORANDUM

To: **All Members**  
Committee on Transportation, Infrastructure, Land, Border Protection, Veterans'  
Affairs and Procurement

From: **Senator Thomas C. Ada**   
Committee Chairperson

Subject: **Committee Report on Bill No. 55-33 (COR) As Substituted**

Transmitted herewith for your consideration is the Committee Report on **Bill No. 55-33 (COR)** As Substituted, "An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam as substituted by the author."

This report includes the following:

- Committee Vote Sheet
- Committee Report Digest
- Copy of Bill No. 55-33 (COR), As Introduced
- Copy of Bill No. 55-33 (COR), As Substituted
- Public Hearing Sign-in Sheet
- Copy of written testimony/letters
- Fiscal Note/Waiver
- COR Referral of Bill No. 55-33 (COR)
- Notices of Public Hearing
- Public Hearing Agenda

Please take the appropriate action on the attached vote sheet. Your attention to this matter is greatly appreciated. Should you have any questions or concerns, please do not hesitate to contact me.



**Sen. Thomas Ada**  
**Chairman**

Committee on Transportation, Infrastructure, Lands,  
 Border Protection, Veterans' Affairs and Procurement  
*I Mina Trentai Tres Na Liheslaturan Guåban • 33<sup>rd</sup> Guam Legislature*

**COMMITTEE VOTE SHEET**

**Bill No. 55-33 (COR) As Substituted**, "An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam as substituted by the author."

COMMITTEE MEMBERS	SIGNATURE	TO Pass	TO NOT Pass	TO REPORT OUT ONLY	TO ABSTAIN	TO PLACE IN INACTIVE FILE
SENATOR THOMAS C. ADA Chairperson		✓ 4/23/15				
SENATOR RORY J. RESPICIO Vice Chairperson		✓ 4-24-15				
VICE SPEAKER BENJAMIN J.F. CRUZ Member		✓ 4/23/15				
SENATOR FRANK B. AGUON, JR. Member		✓ 4/23/15				
SENATOR DENNIS RODRIQUEZ, JR. Member						
SENATOR NERISSA UNDERWOOD Member						
SENATOR FRANK BLAS, JR. Member				✓		
SENATOR MARY TORRES Member				✓		



## Sen. Thomas Ada

### Chairman

Committee on Transportation, Infrastructure, Lands,  
Border Protection, Veterans' Affairs and Procurement  
*I Mina Trentai Tres Na Libeslaturan Guåhan* • 33<sup>rd</sup> Guam Legislature

## COMMITTEE REPORT DIGEST

### I. OVERVIEW

Bill 55-33 (COR) was introduced on March 16, 2015 by Senator B.J.F. Cruz and was subsequently referred on March 17, 2015 to the Committee on Transportation, Infrastructure, Lands, Border Protection, Veterans' Affairs and Procurement. The Committee convened a public hearing on April 6, 2015 at 9:00 am in *I Liheslaturan Guahan* Public Hearing Room.

### Public Notice Requirements

Public Hearing notices were disseminated via email to all senators and all main media broadcasting outlets on March 30, 2015 (5-Day Notice) and again on April 2, 2015 (48-Hour Notice).

### Senators Present

Senator Thomas C. Ada,	<i>Committee Chairperson</i>
Vice Speaker Benjamin J.F. Cruz	<i>Committee Member</i>
Sen. Frank Aguon Jr.	<i>Committee Member</i>
Sen. Frank Blas Jr.	<i>Committee Member</i>
Sen. Tina Rose Muna-Barnes	<i>Legislative Member</i>

The public hearing was Called-to-Order at 9:00am.

### II. SUMMARY OF TESTIMONY AND DISCUSSION

**Chairman Ada:** Turns the floor over to the sponsor of the Bill.

**Sen. Barnes:** Gives a brief synopsis of the bill. She explains the United States Air Force had control of the Harmon Cliff line property. The Air Force authorized and permitted certain properties to be used on the Harmon Cliff line area by nonprofit organizations. However, nonprofit organizations had to be relocated from the Harmon Cliff line area and relocated to Government of Guam property in Dededo as designated by P.L. 22-18. It has been noted the Palauan Community has complied with the rules and regulation on the lease of government owned property pursuant to P.L. 25-47. The Palauan Community has submitted their lease agreement to the legislature for approval. The Department of Land Management has also reviewed the lease agreement and submitted the documents to the legislature.

**Chairman Ada:** Calls on the public to submit their testimony.

**Mike Borja, Director -DLM:** Mr. Borja explains that it is a requirement by public law for the Department of Land Management to come up with the land process to make the transfer. The contract has gone through the process of review by the Attorney General's office, it was signed by the Governor and now here at the legislature. The DLM is in support of this bill.

**Lewis Ilek**, *Palauan Comm. Assoc. of Guam*: Mr. Ilek reads his testimony. *(see transcript of oral and written testimony)*:

**Elfrieda Koshiba**, *Palauan Comm. Assoc. of Guam*: Ms. Koshiba reads her testimony. *(see transcript of oral and written testimony)*.

**Sen. Muna-Barnes**: Thanks the panel for their testimony. The subject has been talked about since the 27<sup>th</sup> Guam legislature and she is glad to finally see it go through the process. So, the Palauan Community can finally have a place to practice their culture.

**Chairman Ada**: Concerned with why the lease agreement took so long to get down to the legislature when the lease was signed in July 2014.

**Mike Borja**: It probably fell dead during that period between the Attorney General's review and the Governor's signature if not acted upon during the end of legislative term. The DLM held it until the beginning of this term.

**Elfrieda Koshiba**: Explains that the president of the organization was the lead on this and once he fell ill the process slowed down. It took awhile for them to gather their resources and pick up from where the president had left off in regards to the lease.

**Chairman Ada**: Asked Mr. Ilek, if it is the intent of the organization to take out a loan for the construction of the abai or building.

**Mr. Ilek**: Responds that they are relying on the capital that the association has saved as well as donations from others. The construction will be mostly done by the members of the association. The labor is practically free and costs are only for materials.

**Chairman Ada**: Only asked that question, because a loan guaranteed would have to be tied into the land.

**Elfrieda Koshiba**: The Palauan Community is really strong on putting forth the effort not only physically but financially as well. They will also look for Palau to assist them in building this abai. It will be used as a transition points for Palauans to who are passing to have a place similar to home.

**Chairman Ada**: Asked Mr. Borja does he know how many organizations have leases in this 20 acre tract and each organization is allowed about a ½ acre.

**Mike Borja**: It is available and other organizations have also inquired about cultural center lots.

**Chairman Ada**: But you did indicate that there were also 2 other Palauan organizations.

**Elfrieda Koshiba**: Yes, there were 3 non-profit organizations when the land in the Harmon cliff line area returned to original land-owners. The Pelelu abai club, Palauan Community Ass. Abai

club, and the VFW. These 3 organizations were grandfathered into the new lease program and the only organization to build was VFW. The Pelelu club in 07 or 09 built a small abai as well as another small Palauan group called Asahi. What the Palauan Community Assoc. of Guam is trying to do is build their own abai.

**Chairman Ada:** Asked if all 3 Palauan organizations have adjacent ½ acre lots.

**Elfrieda Koshiba:** The first 2 lots are, but the 3<sup>rd</sup> lot which, is for the PCAG is not.

**Chairman Ada:** There is a requirement for a non-profit organization to file their financial report annually with DRT. Is PCAG up to date with their filing?

**Elfrieda Koshiba:** Yes, they are and will be published in the local publications.

**Chairman Ada:** Deem Bill 55-33 publically heard.

**Submitted Written Testimonies:**

Elfrieda Koshiba, PCAG

Lewis R. Ilek, PCAG

Michael Borja, Dir. Of DLM

**III. FINDINGS AND RECOMMENDATIONS**

The Committee on Transportation, Infrastructure, Lands, Border Protection, Veteran's Affairs and Procurement finds that **Bill 55-33(COR)** as substituted by the author, includes a rent amount set by P.L. 25-47, which states that "...an applicant exempted from paying income taxes as evidenced by a determination from the appropriate government authority, shall pay an annual rental amount of One Hundred Dollars (\$100.00) per year for the first twenty-five (25) years". With P.L. 25-47 setting the lease agreement amount the waiver of the appraisals required by Chapter 2, Title 2, § 2107(b), Guam Code Annotated is deemed justifiable.

The Committee on Transportation, Infrastructure, Land, Border Protection, Veterans' Affairs and Procurement hereby reports out **Bill 55-33 (COR), As Substituted** by the author with the recommendation **TO DO PASS.**

*I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN*  
2015 (FIRST) Regular Session

Bill No. 55-33 (COR)

Introduced By:

T.R. MUÑA BARNES

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**AN ACT TO APPROVE THE LEASE BETWEEN THE  
GOVERNMENT OF GUAM AND THE PALAUAN  
COMMUNITY ASSOCIATION OF GUAM.**

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

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds  
3 that previously the United States Air Force had jurisdiction and control over that  
4 certain piece of real property commonly referred to as the "Harmon Cliffline." As  
5 such, they authorized and permitted non-profit organizations to utilize certain areas  
6 within this property.

7 Eventually, however, U.S. Public Law Number 103-339 required the  
8 relocation of these non-profit organizations. In response to this mandate,  
9 Executive Order 98-13 was issued and this provided for the orderly and  
10 expeditious transfer of these non-profit organizations located in the "Harmon  
11 Cliffline" property to government of Guam property under a formal lease  
12 agreement. The parcel of property selected for the transfer was identified as the  
13 property designated for the Cultural Center in Dededo under Public Law 22-18. *I*  
14 *Liheslaturan Guåhan* further finds that Public Law 25-47 mandates that all leases  
15 between non-profit organizations and the government of Guam within this site  
16 must be approved by *. I Liheslaturan Guåhan.*

2015 FEB 17 11:59:13



1           The Palauan Community Association of Guam has complied with the rules  
2 and regulations governing the lease of government-owned property pursuant to  
3 Public Law 25-47 and has subsequently submitted its lease agreement to *I*  
4 *Lihselaturan Guåhan* for approval. It is the intent of *I Lihselaturan Guåhan* to  
5 approve said lease as required by Section 8003 of the Department of Land  
6 Management Rules and Regulations for leasing land reserved for the Cultural  
7 Center, as enacted by Section 3 of Public Law 25-47.

8           **Section 2. Approval of Lease.** Notwithstanding any provision of law, the  
9 lease entered into between the Palauan Community Association of Guam and the  
10 Government of Guam, attached hereto and labeled as “Attachment A,” is hereby  
11 approved by *I Lihselaturan Guåhan*.

12

# ATTACHMENT A

14-0690

## CULTURAL CENTER LEASE

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the DEPARTMENT OF LAND MANAGEMENT, GOVERNMENT OF GUAM, whose address is P.O. Box 2950, Hagatna, Guam 96932, hereinafter the "Lessor", and PALAUAN COMMUNITY ASSOCIATION OF GUAM, a non-profit organization organized and existing under the laws of the territory of Guam, whose address is P.O. Box 10765 Tamuning, Guam 96931, hereinafter the "Lessee".

WHEREAS, Lessee was a legal occupant of real property located along the Harmon cliffline area pursuant to an agreement entered into the government of Guam, which had a valid permit to use the same from the U.S. Air Force who is the legal owner; and

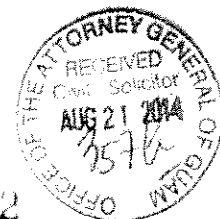
WHEREAS, the Harmon cliffline area was identified by the federal government as excess federal land to be returned to the government of Guam in U.S. Public Law 103-391; and

WHEREAS, in preparation for the eventual return of the Harmon cliffline area to the government of Guam, environmental survey work is required at the site, and those occupying the Harmon cliffline area must therefore leave; and

WHEREAS, Lessor has reserved certain lands identified in P.L. 22-18 for the purpose of establishing "cultural centers", and certain of these reserved lands are ready for leasing; and

WHEREAS, Lessee has been found eligible and qualified to lease government land identified herein, and this Lease being in the best public interest; now therefore,

FOR AND IN CONSIDERATION of the following terms and conditions, Lessor and Lessee agree as follows:



CFD1114-4532

- 1. Subject of Lease.** Lessor leases to Lessee the real property in the Municipality of Dededo, territory of Guam described as follows, hereinafter the "Demised Premises":

Lot No. 13, Block No. 3, Tract No. 1143, containing an area of 1,920± square meters or 20,667± square feet. Agricultural Subdivision Survey Map of Tract 1143 (Formerly Lot 10120-R17, for Lease Purposes) Municipality of Dededo L.M. Check No. 472FY97, recorded in the office of the Recorded Department of Land Mangement under Document No. 572938

- 2. Term.** Lessee shall have and hold the Demised Premises for a term of twenty-five (25) years commencing on \_\_\_\_\_, 2014 and ending on \_\_\_\_\_, 2039, unless sooner terminated in accordance with the terms of this Lease.

- 3. Rent.** Lessee shall pay Lessor, in addition to any other charges required to be paid hereunder by Lessee, rent for the Demised Premises in annual installments. Each annual installment of rent due hereunder shall be paid in advance on the anniversary date hereof.

- a. Nominal Rent for Income-Tax Exempted Lessees.** Lessee shall have provided to Lessor prior to entering into this Lease, a written determination or other proof from the appropriate government authority, signifying Lessee's status as a tax-exempt entity. Tax-Exempt status shall allow Lessee to pay a nominal annual rental amount as provided for in the rules governing this Lease at the time the Lease is entered into by Lessor and Lessee.

- b. Rental Amount.** The annual rental amount is One Hundred Dollars (\$100.00), which shall be due for each year of the twenty-five (25) years of the term of this Lease. If the term of this Lease is renewed for an additional twenty-five (25) years, then for each year of the renewal term, the rent shall be Three Hundred Dollars (300.00). The annual rent shall be due each year on the anniversary date of this Lease.

- c. Payee.** All amounts due as rent under Section 3.b above shall be made payable to the Chamorro Land Trust Commission in accordance with P.L. 22-18, Section 3.d, but shall be delivered to Lessor in the name of the Chamorro Land Trust Commission for the sake of record-keeping. Lessor shall transmit any amount paid for rent under Section 3.b above to the Commission. Any and all other amounts due or which may become due according to the other terms of this Lease shall be paid directly to Lessor.

**4. Taxes and Assessments.** In addition to the rent payable under Section 3 above, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the Demised Premises or any part thereof, or any building or improvements on the Demised Premises, or on or against the leasehold of Lessee, during the term of this Lease. Any such taxes or assessments which shall relate to a fiscal year during which the terms of this Lease shall commence or terminate shall be prorated between Lessor and Lessee.

**5. Warranties of Title and Quiet Enjoyment.** Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Demised Premises during the term hereof.

**6. Use of Premises.** The Demised Premises shall be used by Lessee only for the purpose of a clubhouse or building, as constructed by Lessee, in which Lessee regularly conducts its normal activities. Lessee shall comply with all sanitary laws, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Demised Premises. The use by Lessee of the premises for any other use other than for the specific purpose for which it is leased shall give Lessor the right to terminate this Lease in its sole discretion.

**7. Covenant against Gambling.** In no event shall the Demised Premises be used for the purpose of gambling, except to the extent that Lessee is licensed and legally may do so, and Lessee specifically agrees to observe this covenant for itself, its members, guests, employees, and any other persons using the premises. Any breach of this covenant at any time by Lessee or any person on the premises shall result in the automatic termination of this Lease without notice to Lessee at Lessor's option.

**8. Construction of Improvements.**

**a. Covenant to Erect New Improvements.** On delivery of possession of the Demised Premises to Lessee pursuant to the terms of this Lease, Lessee shall within one year following the effective date of this Lease, begin construction on the Demised Premises a building or buildings, or other improvements, for the purpose of conducting its normal activities, at its sole cost and expense in accordance with plans, specifications, and a detailed description of the work which shall be approved by Lessor. Improvements to be constructed shall in substantial conformity to the conceptual plans submitted by Lessee to Lessor prior to the execution of this Lease and upon which approval of this Lease was granted. In the event of disapproval of the plans and specifications, Lessor shall give to Lessee an itemized statement of reasons therefore within twenty (20) days after the same are submitted to Lessor. Lessor shall

not unreasonably withhold its approval. Prior to the commencement of any such work, Lessee shall furnish Lessor with a good and sufficient surety bond guaranteeing the completion of such improvements and the payment of all bills therefore. Construction shall be completed within three years of the effective date of this Lease.

**b. Further Construction.** Lessee shall further have the right to construct on the Demised Premises other improvements or to make alterations or additions thereto and to remove, remodel, demolish, and rebuild the same as approved by Lessor. All such buildings and improvements constructed, altered or repaired by Lessee shall be and remain Lessee's property. All improvements or alterations and additions thereto shall comply with any building code or regulations in force.

**9. Failure to Construct.** If Lessee shall have failed to begin construction of a building or any improvement within one year of the effective date of this Lease, then this Lease shall automatically terminate and be void and of no force or effect. If Lessee shall have failed to complete construction of the improvement or improvements within three years of the effective date of this Lease, then Lessor may terminate this Lease at its sole option.

**10. Repairs and Destruction of Improvements.**

**a. Maintenance of Improvements.** Lessee shall, at all times during the Lease term and at its own cost and expense, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good sanitary and neat order, substantial condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Demised Premises or any buildings or improvements thereon.

**b. Damage to and Destruction of Improvements.** The damage, destruction, or partial destruction of any building or other improvement which is a part of the premises shall not release Lessee from any obligation hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

**11. Compliance with Laws; Prohibition against Waste.** During the term of this Lease, Lessee shall comply with all applicable laws affecting the Demised Premises.

Lessee shall not commit waste on the Demised Premises except as necessary for the removal or construction of any buildings and improvements thereon as required or permitted by this Lease.

**12. Utilities.** All water, gas, electricity, telephone, telegraph, and other public utility services used on or furnished to the Demised Premises during the term hereof shall be in Lessee's name and paid for by Lessee.

**13. Liens.** Lessee shall keep the fee estate of the Demised Premises free and clear from all mechanics' and materialmen's and other liens for work or labor done, services performed, materials, appliances, power contributed, used or furnished or to be used in or about the Demised Premises for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the Demised Premises.

**14. Indemnification of Lessor.** Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may be at any time be using or occupying or visiting the Demised Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the Demised Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the buildings and improvements that are now on or hereafter placed or built on the Demised Premises and to the property of Lessee in, on, or about the Demised Premises, and for injuries to persons or property in or about the Demised Premises, from any cause arising at any time during the term hereof.

**15. Assignment and Subletting.** Lessee shall not transfer, assign or sublet the Demised Premises, or grant any concession or license to use the premises or any part thereof, without the prior express written approval of Lessor. Any transfer, assignment, subletting, concession, or license, or any attempt to do so without Lessor's prior written consent shall be void and shall, at Lessor's option, terminate this Lease. A consent by Lessor to one transfer, assignment, sublease, concession, or license shall not be deemed to be a consent to any subsequent transfer, assignment, subletting, concession or license. The terms of this Lease shall bind any approved assignee, sublease, transferee, concessionaire, or licensee.

**16. Encumbrance of Leasehold Interest.**

**a. Lessee's Right to Encumber Leasehold Interest.** Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Demised Premises, together with all buildings and improvements placed by Lessee thereon, as security for any indebtedness of Lessee. The execution of any such mortgage or deed of trust, or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage or deed of trust, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of Trust, shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee of its liability hereunder.

**b. Notice of Holder of Encumbrance; Right of Holder to cure Lessee's Default.** If Lessee shall encumber its leasehold interest and estate in the Demised Premises and if Lessee or the holder of the indebtedness secured by such encumbrance shall give notice to Lessor of the existence thereof and the address of such holder, then Lessor will mail or deliver to such holder, at such address, a duplicate copy of any and all notices in writing which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the provisions hereof; such copies shall be mailed or delivered to such holder at, or as near as possible to, the same time as notices are given to or served on Lessee. Such holder may, at its option, at any time before the rights of Lessee shall have been terminated as provided herein, pay any of the rents due hereunder, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms hereof, or do any act or thing which may be necessary and proper to be done in observance of the covenants and conditions hereof, or to prevent the termination hereof; all payments so made, and all things so done and performed by such holder shall be as effective to prevent a forfeiture of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

**17. Priority of Lessor's Rights Over Encumbrances.** Except as herein provided, no mortgage, deed of trust, mechanic's lien, or other encumbrance, lien, or security interest in, on, or against the Demised Premises or the improvements to be constructed thereon shall in any way, matter, or degree effect the interest of Lessor in the improvements or its rights on the premises. Lessee shall give written notice of such priority of Lessor's rights to any contractor or contractors furnishing material or labor for any building or improvements to be erected on the premises or any other improvements made thereon before any such contract is let. Furthermore, Lessor shall have the right and privilege to pay or discharge any lien thereby accruing, or any portion of the same after it is legally established, and Lessee shall be obligated to repay Lessor the amount



so paid as additional rent due from Lessee, together with interest at the legal rate per annum from the date of the payment.

**18. Prohibition of Involuntary Assignment.** Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Demised Premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through a statutory merger or consolidation) and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect.

**19. Effect of Bankruptcy.** Without limiting the generality of the provisions of the preceding Section 18, Lessee agrees that in the event any proceedings under any bankruptcy law or any amendment thereto shall be commenced by or against Lessee, and, if against Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, agreement, or plan or reorganization, or in the event lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Demised Premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Section 18 shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessor, but not otherwise, and without notice or entry or other action of lessor terminate this Lease and also all rights of Lessee hereunder and in and to the Demised Premises and also the rights of any and all persons claiming under Lessee.

**20. Parties Bound.** Subject to the provisions hereunder, this Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee, and all references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

**21. Effect of Eminent Domain.** If the portion of land taken under the power of eminent domain by any person or by any public or quasi-public authority renders the remainder of the Demised Premises unsuitable for the uses or use for which the land was leased, Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability on giving to Lessor written notice of such election within twenty (20) days after such appropriation or taking. In such event Lessee shall be released from any further liability under this Lease as of the date of such appropriation or taking, and rent, taxes, and assessments shall be prorated as of such date.

If this Lease shall not be terminated, as provided above, but shall continue as to that portion of the Demised Premises which shall not have been appropriated or taken, then in that event Lessor agrees that effective as of the date of such appropriation or taking, the rent shall be reduced in the ratio that the land area taken which is included within the Demised Premises bears to the land area which was included within the Demised Premises before such appropriation or taking.

**22. Holdover by Lessee.** Should Lessee remain in possession of the Demised Premises with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days written notice served by either Lessor or Lessee on the other party, or shall automatically terminate upon the entering into of a new lease by Lessor and Lessee. In the event of a holdover, the monthly rent shall be one-twelfth of the last annual rent paid.

**23. Insurance.**

**a. Insurance Coverage of Premises.** Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for at least one hundred percent (100%) of the full replacement value of such improvements, with loss payable to Lessor and Lessee as their interest may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee. Full replacement value of improvements shall mean the actual replacement cost thereof less exclusions provided in the normal fire insurance policy. The deficiency in any failure of Lessee to insure for full replacement value shall be borne solely by Lessee.

**b. Personal Injury Liability Insurance.** Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances in the amount of at least One Hundred Thousand Dollars (\$100,000.00) for injury to or death of any one person, and at least Fifty Thousand Dollars (\$50,000.00) for any one accident or occurrence, and at least Fifty Thousand Dollars (\$50,000.00) for property damage. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

**c. Lessee to Make Prompt Payments.** All of the policies of insurance referred to in this section shall be written in form satisfactory to Lessor and by insurance

companies satisfactory to Lessor. Lessee shall pay all of the premiums therefore and deliver such policies, or certificates thereof, to Lessor, and in the event of failure to pay or deliver, shall be in default of this Lease carrying the same consequences as failure to pay any installment of rental. Lessor shall not be obligated to pay any obligations of Lessee hereunder.

**24. Default.** If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, forthwith to terminate this Lease without prejudice to any other remedy or right of action for arrears or rent or for any proceeding or other breach of contract. All rights of Lessee hereunder shall thereupon cease, and Lessor without further notice to Lessee shall have the right immediately to enter the Demised Premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefore and in all respects to take the actual, full and exclusive possession of the premises and every part thereof as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons or property therefrom.

**25. Ownership of Improvements on Termination of Lease.** On termination of this Lease for any cause, any buildings, improvements or alterations built, constructed, or placed on the Demised Premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Demised Premises at the expiration or sooner termination of this Lease. Any lien, claim or security interest on any improvements or on Lessee's leasehold interest in the Demised Premises shall remain the obligation of Lessee.

**26. Lessee's Option to Terminate Lease.** Lessee shall have the right to terminate this Lease by giving written notice to Lessor at least thirty (30) days prior to the effective date of termination. However, this option may in no event be exercised during the construction of the improvements contemplated by Section 8.a, or during the existence of any outstanding lien or encumbrance on Lessee's leasehold interest in this Lease.

**27. Abandonment.** Lessee shall not vacate or abandon the premises at any time during the term of the Lease. If Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, Lessor may, at its option, enter the Demised Premises by any means without being liable for any

prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, relet the Demised Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. Any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, and Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**28. Lessor's Right of Entry.** Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting any notice of non-responsibility in accordance with the terms of this Lease, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Further, Lessor and any agents or representatives of the government of Guam reserve the right to enter the Demised Premises for the purpose of performing any public or official duties and for maintaining or adding public utilities.

**29. Caveat re Possibility of Reversion to United States.** The real property which is the subject to this Lease may be subject to a possible reversion to the United States of America because of a possible failure of the government of Guam to comply with the conditions of the grant from the federal government. This notice is given pursuant to P.L. 22-18, Section 8.

**30. Surrender of Possession.** Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Demised Premises to Lessor free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the Demised Premises and store them or destroy them, at Lessor's option, and at Lessee's expense. Lessee shall repair and restore all damage to the Demised Premises caused by removal of equipment, trade fixtures, and personal property.

**31. Notices.** Wherever in this Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

TO LESSOR: Director  
Department of Land Management  
P.O. Box 2950  
Hagatna, Guam 96932

TO LESSEE: President  
Palauan Community Association of Guam  
P.O. Box 10765  
Tamuning, Guam 96931

Such addresses may be changed from time to time by written notice given hereunder.

**32. Waiver.** Acceptance of rent by Lessor shall not be deemed a waiver of any breach by Lessee of any term, covenant or condition of this Lease, nor of Lessor's right to declare and enforce a forfeiture for any such breach by Lessee. The failure of Lessor to insist upon strict performance of any such term, covenant or condition shall not be construed as a waiver or relinquishment of any term, covenant, condition or option. Notwithstanding any provision contained in this Lease to the contrary, Lessor may in writing allow additional time beyond the time or times specified herein to Lessee in which to comply, observe and perform any of the conditions and covenants herein contained, so long as Lessee shows good cause in writing.

**33. Submittal of Financial Statements.** Lessee shall annually at the same time the annual rent is paid submit to Lessor its financial statements with proof of insurance.

**34. Costs of Litigation.** In the event Lessor shall without any fault on its part be made a party to any litigation commenced by or against Lessee, all costs and expenses incurred by Lessor shall be paid by Lessee.

**35. Lessor's Lien.** Lessor shall have a lien on all improvements placed on the premises by Lessee, on all property kept or used on the premises, whether the same are exempt from execution or not, for all such costs, attorney's fees, rents reserved, taxes and assessments paid by Lessor on behalf of Lessee, and for the payment of all money as provided in this Lease to be paid by Lessee, and such lien shall continue until the amounts due are paid.

**36. Effective Date.** This Lease must first be approved by the Attorney General and the Governor, and is not considered effective until the legislature concurs to it by statute.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

*Michael J.B. Borja*  
MICHAEL J.B. BORJA  
Director, Department of Land Management

LESSEE:

*Davis Tevid*  
DAVIS TEVID  
President, Palauan Community Association of Guam

Date: July 28, 2014

Date: 7/18/14

Acknowledgement

CITY OF TAMUNING )  
  )  
  )

On this 28th day of July, 2014 before me, a Notary Public in and for the Territory of Guam, personally appeared MICHAEL J.B. BORJA, the Director of the Department of Land Management, Government of Guam, known to be to the person whose name is subscribed to the within Lease, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed by name and official seal on the day and year first above written.

*Eleanor DeLa Cruz Toves*

ELEANOR DELA CRUZ TOVES  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: Oct. 03, 2015  
P.O. Box 3457 Hagatna, Guam 96932

14-0690

Acknowledgement

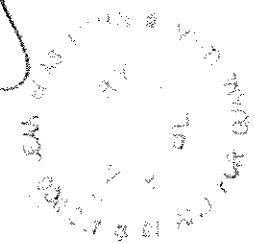
CITY OF Tamarung )  
)

On this 18th day of July, 2014 before me, a Notary Public in and for the Territory of Guam, personally appeared DAVIS TEVID, known to be to the person whose name is subscribed to the within Lease, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed by name and official seal on the day and year first above written.

*Michico Jean Blas Lujan*

MICHICO JEAN BLAS LUJAN  
NOTARY PUBLIC  
in and for Guam, U.S.A.  
My Commission Expires: Apr. 04, 2015  
163 Ton Joe Domingo Ct.  
Mangilao, Guam 96915



APPROVED AS TO FORM:

APPROVED:

*[Signature]*

*[Signature]*

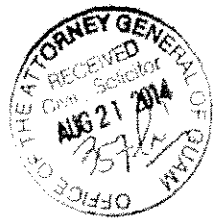
LEONARDO M. RAPADAS  
Attorney General of Guam

RAYMOND S. TENORIO  
Acting Governor of Guam

Date: 10/27/14

Date: Nov. 21, 2014

DLN 14-0690



ATTESTED:

RAYMOND S. TENORIO  
Lieutenant Governor of Guam

Date: \_\_\_\_\_

CONCURRED:

\_\_\_\_\_  
GUAM LEGISLATURE

Date: \_\_\_\_\_



***I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN***  
**2015 (FIRST) Regular Session**

**Bill No. 55-33 (COR)**

Introduced By:

T. R. Muña Barnes

\*As Substituted By the Author

**AN ACT TO APPROVE THE LEASE BETWEEN THE  
GOVERNMENT OF GUAM AND THE PALAUAN  
COMMUNITY ASSOCIATION OF GUAM.**

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

2           **Section 1. Legislative Findings and Intent.***I Liheslaturan Guåhan* finds  
3 that, previously, the United States Air Force had jurisdiction and control over that  
4 certain piece of real property commonly referred to as the “Harmon Cliffline.” As  
5 such, United States Air Force authorized and permitted non-profit organizations to  
6 utilize certain areas within this property.

7           Eventually, however, the Guam Excess Lands Act, Pub. L. 103-339, 108  
8 Stat. 3116, required the relocation of these non-profit organizations. In response to  
9 this mandate, Exec. Order No. 98-13 was issued and this provided for the orderly  
10 and expeditious transfer of these non-profit organizations located in the “Harmon  
11 Cliffline” property to government of Guam property under a formal lease  
12 agreement. The parcel of property selected for the transfer was identified as the  
13 property designated for the Cultural Center in *Dededo* under Pub. L. 22-18. *I*  
14 *Liheslaturan Guåhan* further finds that Pub. L. 25-47 mandates that all leases  
15 between non-profit organizations and the government of Guam within this site be  
16 approved by *I Liheslaturan Guåhan*.

1           The Palauan Community Association of Guam has complied with the rules  
2 and regulations governing the lease of government-owned property pursuant to  
3 Pub. L. 25-47 and has subsequently submitted its lease agreement to *I Liheslaturan*  
4 *Guåhan* for approval. It is the intent of *I Liheslaturan Guåhanta* to approve said lease  
5 as required by Section 8003 of the Department of Land Management Rules and  
6 Regulations (codified at 18 GARR § 1533) for leasing land reserved for the  
7 Cultural Center, as enacted by Section 3 of Pub.L. 25-47.

8           **Section 2. Approval of Lease.** Notwithstanding any provision of law, the  
9 lease of Lot No. 13, Block No. 3, Tract No. 1143 (formerly Lot 10120-R17) in  
10 *Dededo*, Guam, entered into between the Palauan Community Association of  
11 Guam and the Department of Land Management of the Government of Guam,  
12 attached hereto and labeled as “Attachment A,” is hereby approved by *I*  
13 *Liheslaturan Guåhan* in accordance with both Pub. L. 25-47 and 21 GCA § 60112.

14           **Section 3. Waiver of Appraisal Requirement.** §2107(b) of Chapter 2,  
15 Title 2, Guam Code Annotated, requires two (2) appraisals for any transfer of land  
16 or leasing of land before any consideration by *I Liheslatura* (the Legislature). *I*  
17 *Liheslaturan Guåhan* hereby waives this requirement.

18  
19

# ATTACHMENT A

14-0690

**CULTURAL CENTER LEASE**

THIS LEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the DEPARTMENT OF LAND MANAGEMENT, GOVERNMENT OF GUAM, whose address is P.O. Box 2950, Hagatna, Guam 96932, hereinafter the "Lessor", and PALAUAN COMMUNITY ASSOCIATION OF GUAM, a non-profit organization organized and existing under the laws of the territory of Guam, whose address is P.O. Box 10765 Tamuning, Guam 96931, hereinafter the "Lessee".

WHEREAS, Lessee was a legal occupant of real property located along the Harmon cliffline area pursuant to an agreement entered into the government of Guam, which had a valid permit to use the same from the U.S. Air Force who is the legal owner; and

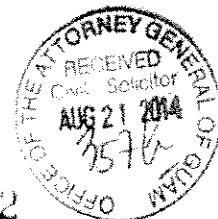
WHEREAS, the Harmon cliffline area was identified by the federal government as excess federal land to be returned to the government of Guam in U.S. Public Law 103-391; and

WHEREAS, in preparation for the eventual return of the Harmon cliffline area to the government of Guam, environmental survey work is required at the site, and those occupying the Harmon cliffline area must therefore leave; and

WHEREAS, Lessor has reserved certain lands identified in P.L. 22-18 for the purpose of establishing "cultural centers", and certain of these reserved lands are ready for leasing; and

WHEREAS, Lessee has been found eligible and qualified to lease government land identified herein, and this Lease being in the best public interest; now therefore,

FOR AND IN CONSIDERATION of the following terms and conditions, Lessor and Lessee agree as follows:



CFD1114-4532

1. **Subject of Lease.** Lessor leases to Lessee the real property in the Municipality of Dededo, territory of Guam described as follows, hereinafter the "Demised Premises":

Lot No. 13, Block No. 3, Tract No. 1143, containing an area of 1,920± square meters or 20,667± square feet. Agricultural Subdivision Survey Map of Tract 1143 (Formerly Lot 10120-R17, for Lease Purposes) Municipality of Dededo L.M. Check No. 472FY97, recorded in the office of the Recorded Department of Land Mangement under Document No. 572938

2. **Term.** Lessee shall have and hold the Demised Premises for a term of twenty-five (25) years commencing on \_\_\_\_\_, 2014 and ending on \_\_\_\_\_, 2039, unless sooner terminated in accordance with the terms of this Lease.

3. **Rent.** Lessee shall pay Lessor, in addition to any other charges required to be paid hereunder by Lessee, rent for the Demised Premises in annual installments. Each annual installment of rent due hereunder shall be paid in advance on the anniversary date hereof.

a. **Nominal Rent for Income-Tax Exempted Lessees.** Lessee shall have provided to Lessor prior to entering into this Lease, a written determination or other proof from the appropriate government authority, signifying Lessee's status as a tax-exempt entity. Tax-Exempt status shall allow Lessee to pay a nominal annual rental amount as provided for in the rules governing this Lease at the time the Lease is entered into by Lessor and Lessee.

b. **Rental Amount.** The annual rental amount is One Hundred Dollars (\$100.00), which shall be due for each year of the twenty-five (25) years of the term of this Lease. If the term of this Lease is renewed for an additional twenty-five (25) years, then for each year of the renewal term, the rent shall be Three Hundred Dollars (300.00). The annual rent shall be due each year on the anniversary date of this Lease.

c. **Payee.** All amounts due as rent under Section 3.b above shall be made payable to the Chamorro Land Trust Commission in accordance with P.L. 22-18, Section 3.d, but shall be delivered to Lessor in the name of the Chamorro Land Trust Commission for the sake of record-keeping. Lessor shall transmit any amount paid for rent under Section 3.b above to the Commission. Any and all other amounts due or which may become due according to the other terms of this Lease shall be paid directly to Lessor.

**4. Taxes and Assessments.** In addition to the rent payable under Section 3 above, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the Demised Premises or any part thereof, or any building or improvements on the Demised Premises, or on or against the leasehold of Lessee, during the term of this Lease. Any such taxes or assessments which shall relate to a fiscal year during which the terms of this Lease shall commence or terminate shall be prorated between Lessor and Lessee.

**5. Warranties of Title and Quiet Enjoyment.** Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Demised Premises during the term hereof.

**6. Use of Premises.** The Demised Premises shall be used by Lessee only for the purpose of a clubhouse or building, as constructed by Lessee, in which Lessee regularly conducts its normal activities. Lessee shall comply with all sanitary laws, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Demised Premises. The use by Lessee of the premises for any other use other than for the specific purpose for which it is leased shall give Lessor the right to terminate this Lease in its sole discretion.

**7. Covenant against Gambling.** In no event shall the Demised Premises be used for the purpose of gambling, except to the extent that Lessee is licensed and legally may do so, and Lessee specifically agrees to observe this covenant for itself, its members, guests, employees, and any other persons using the premises. Any breach of this covenant at any time by Lessee or any person on the premises shall result in the automatic termination of this Lease without notice to Lessee at Lessor's option.

**8. Construction of Improvements.**

**a. Covenant to Erect New Improvements.** On delivery of possession of the Demised Premises to Lessee pursuant to the terms of this Lease, Lessee shall within one year following the effective date of this Lease, begin construction on the Demised Premises a building or buildings, or other improvements, for the purpose of conducting its normal activities, at its sole cost and expense in accordance with plans, specifications, and a detailed description of the work which shall be approved by Lessor. Improvements to be constructed shall in substantial conformity to the conceptual plans submitted by Lessee to Lessor prior to the execution of this Lease and upon which approval of this Lease was granted. In the event of disapproval of the plans and specifications, Lessor shall give to Lessee an itemized statement of reasons therefore within twenty (20) days after the same are submitted to Lessor. Lessor shall

not unreasonably withhold its approval. Prior to the commencement of any such work, Lessee shall furnish Lessor with a good and sufficient surety bond guaranteeing the completion of such improvements and the payment of all bills therefore. Construction shall be completed within three years of the effective date of this Lease.

**b. Further Construction.** Lessee shall further have the right to construct on the Demised Premises other improvements or to make alterations or additions thereto and to remove, remodel, demolish, and rebuild the same as approved by Lessor. All such buildings and improvements constructed, altered or repaired by Lessee shall be and remain Lessee's property. All improvements or alterations and additions thereto shall comply with any building code or regulations in force.

**9. Failure to Construct.** If Lessee shall have failed to begin construction of a building or any improvement within one year of the effective date of this Lease, then this Lease shall automatically terminate and be void and of no force or effect. If Lessee shall have failed to complete construction of the improvement or improvements within three years of the effective date of this Lease, then Lessor may terminate this Lease at its sole option.

**10. Repairs and Destruction of Improvements.**

**a. Maintenance of Improvements.** Lessee shall, at all times during the Lease term and at its own cost and expense, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good sanitary and neat order, substantial condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Demised Premises or any buildings or improvements thereon.

**b. Damage to and Destruction of Improvements.** The damage, destruction, or partial destruction of any building or other improvement which is a part of the premises shall not release Lessee from any obligation hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

**11. Compliance with Laws; Prohibition against Waste.** During the term of this Lease, Lessee shall comply with all applicable laws affecting the Demised Premises.

Lessee shall not commit waste on the Demised Premises except as necessary for the removal or construction of any buildings and improvements thereon as required or permitted by this Lease.

**12. Utilities.** All water, gas, electricity, telephone, telegraph, and other public utility services used on or furnished to the Demised Premises during the term hereof shall be in Lessee's name and paid for by Lessee.

**13. Liens.** Lessee shall keep the fee estate of the Demised Premises free and clear from all mechanics' and materialmen's and other liens for work or labor done, services performed, materials, appliances, power contributed, used or furnished or to be used in or about the Demised Premises for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the Demised Premises.

**14. Indemnification of Lessor.** Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may be at any time be using or occupying or visiting the Demised Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the Demised Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the buildings and improvements that are now on or hereafter placed or built on the Demised Premises and to the property of Lessee in, on, or about the Demised Premises, and for injuries to persons or property in or about the Demised Premises, from any cause arising at any time during the term hereof.

**15. Assignment and Subletting.** Lessee shall not transfer, assign or sublet the Demised Premises, or grant any concession or license to use the premises or any part thereof, without the prior express written approval of Lessor. Any transfer, assignment, subletting, concession, or license, or any attempt to do so without Lessor's prior written consent shall be void and shall, at Lessor's option, terminate this Lease. A consent by Lessor to one transfer, assignment, sublease, concession, or license shall not be deemed to be a consent to any subsequent transfer, assignment, subletting, concession or license. The terms of this Lease shall bind any approved assignee, sublease, transferee, concessionaire, or licensee.



**16. Encumbrance of Leasehold Interest.**

**a. Lessee's Right to Encumber Leasehold Interest.** Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Demised Premises, together with all buildings and improvements placed by Lessee thereon, as security for any indebtedness of Lessee. The execution of any such mortgage or deed of trust, or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage or deed of trust, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of Trust, shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee of its liability hereunder.

**b. Notice of Holder of Encumbrance; Right of Holder to cure Lessee's Default.** If Lessee shall encumber its leasehold interest and estate in the Demised Premises and if Lessee or the holder of the indebtedness secured by such encumbrance shall give notice to Lessor of the existence thereof and the address of such holder, then Lessor will mail or deliver to such holder, at such address, a duplicate copy of any and all notices in writing which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the provisions hereof; such copies shall be mailed or delivered to such holder at, or as near as possible to, the same time as notices are given to or served on Lessee. Such holder may, at its option, at any time before the rights of Lessee shall have been terminated as provided herein, pay any of the rents due hereunder, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms hereof, or do any act or thing which may be necessary and proper to be done in observance of the covenants and conditions hereof, or to prevent the termination hereof; all payments so made, and all things so done and performed by such holder shall be as effective to prevent a forfeiture of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

**17. Priority of Lessor's Rights Over Encumbrances.** Except as herein provided, no mortgage, deed of trust, mechanic's lien, or other encumbrance, lien, or security interest in, on, or against the Demised Premises or the improvements to be constructed thereon shall in any way, matter, or degree effect the interest of Lessor in the improvements or its rights on the premises. Lessee shall give written notice of such priority of Lessor's rights to any contractor or contractors furnishing material or labor for any building or improvements to be erected on the premises or any other improvements made thereon before any such contract is let. Furthermore, Lessor shall have the right and privilege to pay or discharge any lien thereby accruing, or any portion of the same after it is legally established, and Lessee shall be obligated to repay Lessor the amount

so paid as additional rent due from Lessee, together with interest at the legal rate per annum from the date of the payment.

**18. Prohibition of Involuntary Assignment.** Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Demised Premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through a statutory merger or consolidation) and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect.

**19. Effect of Bankruptcy.** Without limiting the generality of the provisions of the preceding Section 18, Lessee agrees that in the event any proceedings under any bankruptcy law or any amendment thereto shall be commenced by or against Lessee, and, if against Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, agreement, or plan or reorganization, or in the event lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Demised Premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Section 18 shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessor, but not otherwise, and without notice or entry or other action of lessor terminate this Lease and also all rights of Lessee hereunder and in and to the Demised Premises and also the rights of any and all persons claiming under Lessee.

**20. Parties Bound.** Subject to the provisions hereunder, this Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee, and all references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

**21. Effect of Eminent Domain.** If the portion of land taken under the power of eminent domain by any person or by any public or quasi-public authority renders the remainder of the Demised Premises unsuitable for the uses or use for which the land was leased, Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability on giving to Lessor written notice of such election within twenty (20) days after such appropriation or taking. In such event Lessee shall be released from any further liability under this Lease as of the date of such appropriation or taking, and rent, taxes, and assessments shall be prorated as of such date.

If this Lease shall not be terminated, as provided above, but shall continue as to that portion of the Demised Premises which shall not have been appropriated or taken, then in that event Lessor agrees that effective as of the date of such appropriation or taking, the rent shall be reduced in the ratio that the land area taken which is included within the Demised Premises bears to the land area which was included within the Demised Premises before such appropriation or taking.

**22. Holdover by Lessee.** Should Lessee remain in possession of the Demised Premises with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days written notice served by either Lessor or Lessee on the other party, or shall automatically terminate upon the entering into of a new lease by Lessor and Lessee. In the event of a holdover, the monthly rent shall be one-twelfth of the last annual rent paid.

**23. Insurance.**

**a. Insurance Coverage of Premises.** Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for at least one hundred percent (100%) of the full replacement value of such improvements, with loss payable to Lessor and Lessee as their interest may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee. Full replacement value of improvements shall mean the actual replacement cost thereof less exclusions provided in the normal fire insurance policy. The deficiency in any failure of Lessee to insure for full replacement value shall be borne solely by Lessee.

**b. Personal Injury Liability Insurance.** Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances in the amount of at least One Hundred Thousand Dollars (\$100,000.00) for injury to or death of any one person, and at least Fifty Thousand Dollars (\$50,000.00) for any one accident or occurrence, and at least Fifty Thousand Dollars (\$50,000.00) for property damage. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

**c. Lessee to Make Prompt Payments.** All of the policies of insurance referred to in this section shall be written in form satisfactory to Lessor and by insurance

companies satisfactory to Lessor. Lessee shall pay all of the premiums therefore and deliver such policies, or certificates thereof, to Lessor, and in the event of failure to pay or deliver, shall be in default of this Lease carrying the same consequences as failure to pay any installment of rental. Lessor shall not be obligated to pay any obligations of Lessee hereunder.

**24. Default.** If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, forthwith to terminate this Lease without prejudice to any other remedy or right of action for arrears or rent or for any proceeding or other breach of contract. All rights of Lessee hereunder shall thereupon cease, and Lessor without further notice to Lessee shall have the right immediately to enter the Demised Premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefore and in all respects to take the actual, full and exclusive possession of the premises and every part thereof as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons or property therefrom.

**25. Ownership of Improvements on Termination of Lease.** On termination of this Lease for any cause, any buildings, improvements or alterations built, constructed, or placed on the Demised Premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Demised Premises at the expiration or sooner termination of this Lease. Any lien, claim or security interest on any improvements or on Lessee's leasehold interest in the Demised Premises shall remain the obligation of Lessee.

**26. Lessee's Option to Terminate Lease.** Lessee shall have the right to terminate this Lease by giving written notice to Lessor at least thirty (30) days prior to the effective date of termination. However, this option may in no event be exercised during the construction of the improvements contemplated by Section 8.a, or during the existence of any outstanding lien or encumbrance on Lessee's leasehold interest in this Lease.

**27. Abandonment.** Lessee shall not vacate or abandon the premises at any time during the term of the Lease. If Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, Lessor may, at its option, enter the Demised Premises by any means without being liable for any

prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, relet the Demised Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. Any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, and Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**28. Lessor's Right of Entry.** Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting any notice of non-responsibility in accordance with the terms of this Lease, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Further, Lessor and any agents or representatives of the government of Guam reserve the right to enter the Demised Premises for the purpose of performing any public or official duties and for maintaining or adding public utilities.

**29. Caveat re Possibility of Reversion to United States.** The real property which is the subject to this Lease may be subject to a possible reversion to the United States of America because of a possible failure of the government of Guam to comply with the conditions of the grant from the federal government. This notice is given pursuant to P.L. 22-18, Section 8.

**30. Surrender of Possession.** Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Demised Premises to Lessor free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the Demised Premises and store them or destroy them, at Lessor's option, and at Lessee's expense. Lessee shall repair and restore all damage to the Demised Premises caused by removal of equipment, trade fixtures, and personal property.

**31. Notices.** Wherever in this Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

TO LESSOR: Director  
Department of Land Management  
P.O. Box 2950  
Hagatna, Guam 96932

TO LESSEE: President  
Palauan Community Association of Guam  
P.O. Box 10765  
Tamuning, Guam 96931

Such addresses may be changed from time to time by written notice given hereunder.

**32. Waiver.** Acceptance of rent by Lessor shall not be deemed a waiver of any breach by Lessee of any term, covenant or condition of this Lease, nor of Lessor's right to declare and enforce a forfeiture for any such breach by Lessee. The failure of Lessor to insist upon strict performance of any such term, covenant or condition shall not be construed as a waiver or relinquishment of any term, covenant, condition or option. Notwithstanding any provision contained in this Lease to the contrary, Lessor may in writing allow additional time beyond the time or times specified herein to Lessee in which to comply, observe and perform any of the conditions and covenants herein contained, so long as Lessee shows good cause in writing.

**33. Submittal of Financial Statements.** Lessee shall annually at the same time the annual rent is paid submit to Lessor its financial statements with proof of insurance.

**34. Costs of Litigation.** In the event Lessor shall without any fault on its part be made a party to any litigation commenced by or against Lessee, all costs and expenses incurred by Lessor shall be paid by Lessee.

**35. Lessor's Lien.** Lessor shall have a lien on all improvements placed on the premises by Lessee, on all property kept or used on the premises, whether the same are exempt from execution or not, for all such costs, attorney's fees, rents reserved, taxes and assessments paid by Lessor on behalf of Lessee, and for the payment of all money as provided in this Lease to be paid by Lessee, and such lien shall continue until the amounts due are paid.

**36. Effective Date.** This Lease must first be approved by the Attorney General and the Governor, and is not considered effective until the legislature concurs to it by statute.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

*Michael J.B. Borja*  
MICHAEL J.B. BORJA  
Director, Department of Land Management

LESSEE:

*Davis Tevid*  
DAVIS TEVID  
President, Palauan Community Association of Guam

Date: July 28, 2014

Date: 7/18/14

Acknowledgement

CITY OF TAMUNING )  
  )  
  )

On this 28th day of July, 2014 before me, a Notary Public in and for the Territory of Guam, personally appeared MICHAEL J.B. BORJA, the Director of the Department of Land Management, Government of Guam, known to be to the person whose name is subscribed to the within Lease, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed by name and official seal on the day and year first above written.

*Eleanor DeLa Cruz Toves*

ELEANOR DELA CRUZ TOVES  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: Oct. 03, 2015  
P.O. Box 3457 Hagatna, Guam 96932

14-0690 f.

Acknowledgement

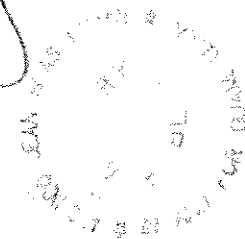
CITY OF TAMUNING )  
 )

On this 18th day of July, 2014 before me, a Notary Public in and for the Territory of Guam, personally appeared DAVIS TEVID, known to be to the person whose name is subscribed to the within Lease, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed by name and official seal on the day and year first above written.

Michico Jean Blas Lujan

MICHICO JEAN BLAS LUJAN  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: Apr. 04, 2015  
103 Ton Joe Domingo Ct.  
Mangilao, Guam 96913



APPROVED AS TO FORM:

APPROVED:

[Signature]

[Signature]

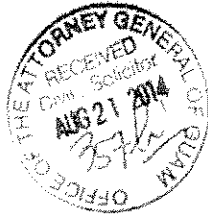
LEONARDO M. RAPADAS  
Attorney General of Guam

RAYMOND S. TENORIO  
Acting Governor of Guam

Date: 10/27/14

Date: Nov. 21, 2014

DLM 14-0690



ATTESTED:

RAYMOND S. TENORIO  
Lieutenant Governor of Guam

Date: \_\_\_\_\_



CONCURRED:

\_\_\_\_\_  
GUAM LEGISLATURE

Date: \_\_\_\_\_

Committee on Transportation, Infrastructure, Lands, Border Protection, Veterans' Affairs and Procurement

Public Hearing

April 06, 2015

9:00 a.m.

I Liheslaturan Guåhan, Hagåtña

**Bill 55-33 (COR) T.R. Muña Barnes**

**An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam.**

NAME (please print)	AGENCY/ ORGANIZATION	ORAL TESTIMONY	WRITTEN TESTIMONY	IN FAVOR	NOT IN FAVOR	CONTACT NUMBER
LEWIS ILEK	PAAG	✓	✓	✓		637-4535
ESTHER ESPANGEL	PCAG			✓		734-4747
Larrie Pengelina	PCAG			✓		788-1835
ILONG M. ILEK	PCAG			✓		637-4535
MICHAEL BORJA	LAND MGT	✓	✓	✓		649-5381
EUFRIEDA KOSHIBA	PCAG	✓	✓	✓		687-6907
VIVIAN F. NGIRARLANG	PCAG			✓		689-7767
CLARICE RAFAEL	PCAG			✓		472-7954
VIL ADKI	PCAG			✓		
Kathrina Tobrason	PCAG					477-7579



# Palauan Community Association of Guam

P.O. BOX 10765 TAMUNING, GUAM 96931

**WRITTEN TESTIMONY**  
**SUBMITTED BY THE PALAUAN COMMUNITY ASSOCIATION OF GUAM (PCAG)**  
**IN SUPPORT OF**  
**BILL NO. 55-33 (COR) - T.R. Muña Barnes**

*An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam.*

*Håfa Ådai and Alii*, Chairman Ada, and your fellow distinguished Senators, sitting on this Committee on Transportation, Infrastructure, Lands, Border Protection, Veterans' Affairs and Procurement of the 33<sup>rd</sup> Guam Legislature. I am Elfrieda Koshiba and I am here this morning in my capacity as the Public Relations Officer of the Palauan Community Association of Guam (PCAG) to submit testimony in full support of the passage of Bill No. 55-33 (COR), "an act to approve the lease between the Government of Guam and the Palauan Community Association of Guam," submitted by Senator Tina R. Muña Barnes.

The Palauan Community Association of Guam is the umbrella organization of sixteen (16) Palauan state clubs that represent the village states that comprise the Republic of Palau (Aimeliik, Airai, Angaur, Hatohobei, Kayangel, Koror, Melekeok, Ngaraard, Ngarchelong, Ngardmau, Ngatpang, Ngchesar, Ngeremlengui, Ngiwal, Peleliu and Sonsorol). We are a local non-profit organization (NPO), fully sanctioned by the Guam Department of Revenue and Taxation.

The PCAG and the Palauan community it represents, is not new to Guam. Palauans were the first wave of Micronesians who came to Guam after the lifting of the U.S. Naval clearance in the 1950's. In the six decades Palauans have been here on this Guam, we've had a fair share of growing pains with assimilation and acculturation. However, we believe that we've reached a level of integration and civic maturity where we are now positive and contributing members of our island community instead of the contrary.

Many of you, like many islanders, might remember the Palauan Community *Abai* located in the Harmon Cliff line. If you were a baseball player in the 70's through the early 90's you might have even played baseball or softball up there. That *abai*, or meeting house, was the central hub for the Palauan Community here on Guam. Palauans congregated there for many social, cultural and even political gatherings. The *abai* was built by the PCAG for those exact purposes, a place for Palauans to come together as a community and "be Palauan". Traditional Palauan dances were taught there for presentation at different gatherings. Palauan bands were featured playing our own blend of "cha-cha" tunes. The *abai* played host to common events like weddings, birthdays and anniversaries but also was the venue for strictly Palauan cultural practices, like *chenchule'* type house-parties or meetings with our traditional chiefs and titled women.

In the mid 90's when land was rightfully being returned to original Chamorro landowners, the Harmon Cliff line area was part of that effort and sadly PCAG lost access to the *abai* and ball field it had enjoyed for almost if not a little over twenty years. PCAG along with two (2) other NPOs from the Harmon Cliff line area were given grandfather status to lease land in the Lada area of Dededo that was set aside specifically for non-profit organizations. Unfortunately, losing the Harmon *abai* was a critical blow to PCAG and the organization was unable to pull resources together to immediately rebuild another *abai*.

Although it's taken another twenty (20) years to do so, PCAG is now in a position to take on that task. Our association has taken on renewed vigor and has become more active over the years. Our long-standing activity is our annual softball league held from February to May. In the past couple years we've partnered with the Mangilao Mayor to adopt the Mangilao ball field. Several PCAG member clubs have adopted bus stops within the villages and late last year we just signed on with the Guam Island Beautification Task Force (GIBTF) to adopt the portion of Marine Corps Drive from the Chief Kepuha loop to the ITC Building in Hågatña.

Two other Palauan clubs (the Peleliu and Asahi Clubs) have already availed of the leases in Lada and have built *abais* on their leased lots. The terms, *abai* and cultural center, are used interchangeably by us Palauans, so I hope there is no confusion. If, this esteemed body grants the lease, and when it is built, it will be an *abai* in the traditional sense of a Palauan meeting house and a cultural center where more modern cultural enrichment activities and programs will be undertaken. Mr. Ilek has already shared what some of the programs planned for the "cultural center" should this bill pass. Let me assure you that this won't be a cultural center built by Palauans for Palauans only, more importantly, it will serve as a venue to foster cultural exchange with the indigenous Chamorro people of Guam, and all other ethnic groups that call Guam home. We will proudly contribute as best we can to the rich cultural diversity that exists on this island.

We, Palauans believe a strong cultural identity serves to instill pride in individuals and lends to greater overall responsibility for personal actions. What one does not only reflects on the individual, but on the family, the clan, the village, and the community. Similar to the experience of the Chamorro Diaspora in the U.S., especially the west coast, we believe in the importance of preserving and perpetuating our traditions, language, values, song and dances, and all that embody our unique cultural identities. We ask that we be allowed to do that with a lease to a little plot of land in Lada, Dededo.

*Si Yu'os Ma'åse!* Thank your time this morning and your kind attention. We, all of us here, look forward to your most favorable consideration on this bill. *Mesulang!*

SUBMITTED BY:



Elfrieda Koshiba

DATE:

April 6, 2015



# Palauan Community Association of Guam

P.O. BOX 10765 TAMUNING, GUAM 96931

## WRITTEN TESTIMONY IN SUPPORT OF BILL NO. 55-33 (COR) - T.R. Muña Barnes

*An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam.*

Good morning, Mr. Chairman, Senator Thomas Ada, and distinguished Members of the Committee on Transportation, Infrastructure, Lands, Border Protection, Veterans' Affairs and Procurement of the 33<sup>rd</sup> Guam Legislature. My name is Lewis R. Ilek. I am here this morning on behalf of the Palauan Community Association of Guam (PCAG), representing both our Association President, Davis Tevid, who is presently off-island undergoing serious medical treatment and our Vice President, Junior Omakyus Spesungel, who unfortunately was not able to take leave from work to be here this morning. Although both gentlemen send regrets for being unable to speak before you, they asked that I extend their personal greetings to all of you.

My fellow association members and I are here before you this morning to provide testimony in full support of Bill No. 55-33(COR), regarding the approval of the lease between the Government of Guam and the Palauan Community Association of Guam. It is the intent of our PCAG to build a cultural center in the Lada area of Dededo, on lands that have been identified for use by non-profit organizations. Over the past several years, we have worked tirelessly to raise enough capital and obtain a land lease to build our cultural center. Through donations and fund-raising activities, we have raised enough to begin construction and now we need to secure the land.

The PCAG Cultural Center will serve as the nexus of the Palauan Community here on Guam, where we plan to organize many of our community activities to showcase, teach, enhance and perpetuate our unique Palauan culture. Some activities will include the regular teachings of handcrafts like weaving and carving, traditional and contemporary Palauan dances, preparing and cooking Palauan food, building small huts and canoe houses and myriad other cultural activities that lend to our Palauan identity.

We believe that a vibrant Palauan community will greatly enhance the cultural diversity that already exists on Guam. All of these programs and activities will allow for the wonderful exchange of cultural practices and values with other Micronesian communities on island, especially our gracious hosts, our Chamorro brothers and sisters. Learning about each other and sharing cultural island values makes for an overall more harmonious community.

Before concluding, I would like to introduce the Public Relations Officer of the PCAG – you all know Ms. Elfrie Koshiba, who will also provide testimony and field any questions you may have. Also, behind me are a few of our members who wanted to be here to show their support of Bill No. 55-33 (COR).

I would like to point out that as an association, we are very grateful for the many services that the Government of Guam has provided to us along the way. We do our best to show our appreciation and reciprocate your hospitality ~~that~~ with our conducts and contributions to the whole island. The passage of this bill will allow us to have a cultural center where we can focus on what really is important and to share our rich cultural values with everyone.

Thank you for your attention.



Lewis R. Ilek

4/6/2015



**DIPĀTTAMENTON MINANEHAN TĀNO'**  
 (Department of Land Management)  
**GUBETNAMENTON GUĀHAN**  
 (Government of Guam)



Street Address:  
 590 S. Marine Corps Drive  
 Suite 733 ITC Building  
 Tamuning, GU 96913

**EDDIE BAZA CALVO**  
 Governor

**MICHAEL JB BORJA**  
 Director

**RAY TENORIO**  
 Lieutenant Governor

**DAVID V. CAMACHO**  
 Deputy Director

March 20, 2015

Mailing Address:  
 P.O. Box 2950  
 Hagåtña, GU 96932

Senator Thomas C. Ada  
 33<sup>rd</sup> Guam Legislature  
 Chairman, Committee on Transportation,  
 Infrastructure, Lands, Border Protection,  
 Veteran's Affairs and Procurement  
 173 Aspinall Ave, Ste 207  
 Hagatna, Guam 96910

Website:  
<http://land.guam.gov>

**SUBJECT: Bill No. 55-33 – AN ACT TO APPROVE THE LEASE BETWEEN THE GOVERNMENT OF GUAM AND THE PALAUAN COMMUNITY ASSOCIATION OF GUAM**

E-mail Address:  
[dland@land.guam.gov](mailto:dland@land.guam.gov)

Buenas yan Hafa Adai!

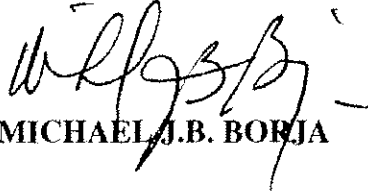
Telephone:  
 671-649-LAND (5263)

The Department of Land Management concurs with Bill No. 55-33 to approve the lease between the Palauan Community Association of Guam and the Government of Guam. As required by Public Law 25-47, the department wrote the lease which was then signed by both parties; it was approved to form by the Attorney General of Guam; and, approved by the Governor of Guam. This bill concludes the entire ratification of the lease agreement by providing the concurrence of the Guam Legislature.

We support this bill and ask for its swift passage.

Facsimile:  
 671-649-5383

*Senseramente,*

  
**MICHAEL J.B. BORJA**

RECEIVED by the  
 Office of Senator  
 Thomas C. Ada  
 JHMAR15



# COMMITTEE ON RULES

*I Mina'trentai Tres na Liheslaturan Guåhan* • The 33rd Guam Legislature

155 Hesler Place, Hagåtña, Guam 96910 • [www.guamlegislature.com](http://www.guamlegislature.com)

E-mail: [roryforguam@gmail.com](mailto:roryforguam@gmail.com) • Tel: (671)472-7679 • Fax: (671)472-3547

Senator

Rory J. Respicio

CHAIRPERSON

MAJORITY LEADER

Senator

Thomas C. Ada

VICE CHAIRPERSON

ASSISTANT MAJORITY LEADER

Speaker

Judith T.P. Won Pat, Ed.D.

Member

Vice-Speaker

Benjamin J.F. Cruz

Member

Legislative Secretary

Tina Rose Muna Barnes

Member

Senator

Dennis G. Rodriguez, Jr.

Member

Senator

Frank Blas Aguon, Jr.

Member

Senator

Michael F.Q. San Nicolas

Member

Senator

Nerissa Bretania Underwood

Member

V. Anthony Ada

MINORITY LEADER

Mary C. Torres

MINORITY MEMBER

## Certification of Waiver of Fiscal Note Requirement

This is to certify that the Committee on Rules submitted to the Bureau of Budget and Management Research (BBMR) a request for a fiscal note, or applicable waiver, on **Bill No. 55-33 (COR) – T. R. Muña Barnes, "AN ACT TO APPROVE THE LEASE BETWEEN THE GOVERNMENT OF GUAM AND THE PALAUAN COMMUNITY ASSOCIATION OF GUAM."**– on March 17, 2015. COR hereby certifies that BBMR confirmed receipt of this request March 17, 2015 at 11:02 A.M.

COR further certifies that a response to this request was not received. **Therefore, pursuant to 2 GCA §9105, the requirement for a fiscal note, or waiver thereof, on Bill 55-33 (COR) to be included in the committee report on said bill, is hereby waived.**

Certified by:

**Senator Rory J. Respicio**

*Chairperson, Committee on Rules*

April 27, 2015

**Date**



# COMMITTEE ON RULES

*I Mina'trentai Tres na Liheslaturan Guåhan* • The 33rd Guam Legislature

155 Hesler Place, Hagåtña, Guam 96910 • [www.guamlegislature.com](http://www.guamlegislature.com)

E-mail: [roryforguam@gmail.com](mailto:roryforguam@gmail.com) • Tel: (671)472-7679 • Fax: (671)472-3547

Senator  
Rory J. Respicio  
CHAIRPERSON  
MAJORITY LEADER

Senator  
Thomas C. Ada  
VICE CHAIRPERSON  
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Michael F.Q. San Nicolas  
Member

Senator  
Nerissa Bretania Underwood  
Member

V. Anthony Ada  
MINORITY LEADER

Mary C. Torres  
MINORITY MEMBER

March 17, 2015

VIA E-MAIL

[joey.calvo@bbmr.guam.gov](mailto:joey.calvo@bbmr.guam.gov)

Jose S. Calvo  
Acting Director  
Bureau of Budget & Management Research  
P.O. Box 2950  
Hagåtña, Guam 96910

**RE: Request for Fiscal Notes– Bill Nos. 54-33(COR) and 55-33(COR)**

*Hafa Adai* Mr. Calvo:

Transmitted herewith is a listing of *I Mina'trentai Tres Na Liheslaturan Guåhan's* most recently introduced bills. Pursuant to 2 GCA §9103, I respectfully request the preparation of fiscal notes for the referenced bills.

*Si Yu'os ma'åse'* for your attention to this matter.

Very Truly Yours,

**Senator Rory J. Respicio**  
*Chairperson of the Committee on Rules*

Attachment (1)

Cc: Clerk of the Legislature



<b>Bill Nos.</b>	<b>Sponsor</b>	<b>Title</b>
<b>54-33 (COR)</b>	James V. Espaldon Dennis G. Rodriguez, Jr. B. J.F. Cruz	AN ACT TO AMEND § 4301(b) OF 4 GCA, RELATIVE TO THE CALCULATION OF GOVERNMENT OF GUAM GROUP HEALTH INSURANCE PLAN EMPLOYER CONTRIBUTIONS.
<b>55-33 (COR)</b>	T. R. Muña Barnes	AN ACT TO APPROVE THE LEASE BETWEEN THE GOVERNMENT OF GUAM AND THE PALAUAN COMMUNITY ASSOCIATION OF GUAM.



## COMMITTEE ON RULES

*I Mina'trentai Tres na Liheslaturan Guåhan* • The 33rd Guam Legislature

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E-mail: [roryforguam@gmail.com](mailto:roryforguam@gmail.com) • Tel: (671)472-7679 • Fax: (671)472-3547

Senator

Rory J. Respicio  
CHAIRPERSON  
MAJORITY LEADER

Senator

Thomas C. Ada  
VICE CHAIRPERSON  
ASSISTANT MAJORITY LEADER

Speaker

Judith T.P. Won Pat, Ed.D.  
Member

Vice-Speaker

Benjamin J.F. Cruz  
Member

Legislative Secretary

Tina Rose Muna Barnes  
Member

Senator

Dennis G. Rodriguez, Jr.  
Member

Senator

Frank Blas Aguon, Jr.  
Member

Senator

Michael F.Q. San Nicolas  
Member

Senator

Nerissa Bretania Underwood  
Member

V. Anthony Ada

MINORITY LEADER

Mary C. Torres

MINORITY MEMBER

March 17, 2015

### MEMORANDUM

**To:** **Rennae Meno**  
*Clerk of the Legislature*

**Attorney Therese M. Terlaje**  
*Legislative Legal Counsel*

**From:** **Senator Rory J. Respicio**  
*Chairperson, Committee on Rules*

**Subject:** **Referral of Bill No. 55-33(COR)**

As the Chairperson of the Committee on Rules, I am forwarding my referral of **Bill No. 55-33(COR)**.

Please ensure that the subject bill is referred, in my name, to the respective committee, as shown on the attachment. I also request that the same be forwarded to all members of *I Mina'trentai Tres Na Liheslaturan Guåhan*.

Should you have any questions, please feel free to contact our office at 472-7679.

*Si Yu'os Ma'åse!*

Attachment

*I Mina'Trentai Tres Na Liheslaturan Received*  
**Bill Log Sheet**

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES
55-33 (COR)	T. R. Muña Barnes	AN ACT TO APPROVE THE LEASE BETWEEN THE GOVERNMENT OF GUAM AND THE PALAUAN COMMUNITY ASSOCIATION OF GUAM.	03/16/15 10:43 a.m.	03/17/15	Committee on Transportation, Infrastructure, Lands, Border Protection, Veterans' Affairs and Procurement			



Senator Tom Ada

Charlene Flores <flores@senatorada.org>

## 1st Notice of Public Hearing: April 6, 2015 at 9:00am and 1:30pm.

Charlene Flores <flores@senatorada.org>

Mon, Mar 30, 2015 at 11:45 AM

To: Media <media@senatorada.org>, phnotice@guamlegislature.org, phmaterials@guamlegislature.org, Eric Palacios <eric.palacios@epa.guam.gov>, Conchita San Nicolas Taitano <conchita.taitano@epa.guam.gov>, vincent.pereira@epa.guam.gov, michael.omallan@epa.guam.gov, don.quinata@epa.guam.gov, william.austin@fe.navy.mil, jbenavente@gpagwa.com, mcamacho@gpagwa.com, gbotha@gpagwa.com, rwiegand@gpagwa.com, David Leddy <dieddy@guamchamber.com.gu>, ccastro@guamchamber.com.gu, rdelgado@guamchamber.com.gu, info@ghra.org, bill.ada@ipehq.com, catherine.leonguerrero@exxonmobil.com, ddean@sppcorp.com, jbrown@portguam.com, frpangelinan@portguam.com, thomas@guamwaterworks.org, annborja@guamwaterworks.org, staylor@guamwaterworks.net, heidi@guamwaterworks.org, joseph.verga@gmha.org, Glenn LG <glenn.leonguerrero@dpw.guam.gov>, eleanor.borja@dpw.guam.gov, jessie.pelican@dpw.guam.gov, Maria Flores <maria.flores@revtax.guam.gov>, john.camacho@revtax.guam.gov, Simon Sanchez <gdcmgr@ite.net>, lsablan@gpagwa.com, jtduenas@hotmail.com, jeffcharjohnson@hotmail.com, horeckylaw@teleguam.net, horecky@ite.net, ndynvn@yahoo.com, Lou Palomo <lpalomo@guampuc.com>, Marie Villanueva <marie@guam-peals.org>, Tammy Bamba <tammy.bamba@grta.guam.gov>, rick.agustin@grta.guam.gov, teresa.topasna@land.guam.gov, Ronnie Santos <ronnie.santos@clb.guam.gov>, michael.borja@land.guam.gov, dlmdir@land.guam.gov, david.camacho@land.guam.gov, dfbrooks@guamopa.org, jngo@ozemail.com.au, raunderwood@uguam.uog.edu, jpeter@uguam.uog.edu, lmtoves@uguam.uog.edu, raymond.blas@dpr.guam.gov, pedro.leonguerrero@cqa.guam.gov, raffaele.sgambelluri@cqa.guam.gov, briana.roberto@cqa.guam.gov, benny.m.paulino@us.army.mil, johnny.lizama@ang.af.mil, john.unpingco@gvao.guam.gov, chuck.ada@guamairport.net, peterroy@guamairport.net, rosieb@guamairport.net, Chace Anderson <candersongbb@gmail.com>, Alicia Fejeran <avfejeran@gmail.com>, csr@guamcell.net, Clayton Duvall <clayton4gppc@hotmail.com>, Chris Felix <felix@guam.net>, rjdguzman@hotmail.com, mail@cmlaw.us, claudia.acfalle@gsa.guam.gov, superintendent@gdoe.net, racruz@gtrf.com, djtydingco@gta.net, jkriegel@docomopacific.com, jlai@docomopacific.com, Richard Yu <richard.yu@choicephonellc.com>, Rene Lao <rene.lao@choicephonellc.com>, john.compton@itehq.net, mcogadmin@teleguam.net

March 30, 2015

### MEMORANDUM

To: All Senators, Media, and Stakeholders

Fr: Senator Thomas C. Ada, *Chairperson*

Subject: **1<sup>st</sup> Notice of Public Hearing: April 6, 2015 at 9:00am and 1:30pm.**

Please be advised that the Committee on Transportation, Infrastructure, Lands, Border Protection, Veterans' Affair, and Procurement will be conducting a public hearing on **Monday, April 6, 2015 at 9:00am and 1:30 p.m.** This meeting will take place in the public hearing room of *I Liheslaturan Guahan*. The agenda is as follows:

**9:00 a.m.****Bill No. 33-33(COR) - T.R. Muña Barnes**

An act to rezone Lot No. 5228-R4-R2-1, Barrigada, Guam, from Agricultural Zone (A) to Commercial Zone (C).

**Bill No. 55-33(COR) -T.R. Muña Barnes**

An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam.

**Bill No. 57-33(LS) - F.F. Blas, Jr.**

An act to add paragraphs (i) and (j) to §40128, Division 4, Chapter 40, Title 5 Guam Code Annotated, and to authorize the Director of the Department of Land Management to include the Mayors in their zoning and construction forms.

**Bill No. 62-33 (LS) – T.C. Ada**

An act to amend § 32113(b) of Chapter 32, Title 22, Guam Code Annotated, relative to required experience for Professional Engineers, Professional Architects and Professional Land Surveyors, and clarifying processes for applicants.

**Bill No. 63-33 (LS) – T.C. Ada**

An act to *add* a new subsection (yy) to § 1102 of Chapter 1, Title 16, Guam Code Annotated, and to *amend* § 26104(c) of Chapter 26, Title 16 Guam Code Annotated, relative to adding limousines to definitions and exemptions.

**1:30 p.m.**

The Executive Appointment of Colonel Roderick Leon Guerrero to serve as the Adjutant General of the Department of Military Affairs.

The Executive Appointment of Mr. Tae S. Oh to serve as a member of the Guam Land Use Commission.

Testimony on Bill No. 33-33(COR), Bill No. 55-55(COR), Bill No. 57-33(LS), Bill No. 62-33 (LS), Bill No. 63-33 (LS) and the Executive Appointment of Colonel Roderick Leon Guerrero and Mr. Tae S. Oh should be addressed to Senator Thomas C. Ada, Chairperson, and will be accepted via hand delivery to our office, our mailbox at the Main Legislature Building at 155 Hesler Place, Hagåtña, Guam 96932, via email to [office@senatorada.org](mailto:office@senatorada.org), or via facsimile to (671) 473-3303 until **Monday, April 13, 2015 at 5:00pm**. Individuals

requiring special accommodations, auxiliary aids, or services should submit their request to Charlene Flores at 473-3301. Please feel free to contact my office should you have any questions or concerns.

--  
Charlene Flores  
Policy Analyst  
Office of Senator Thomas C. Ada  
*I Mina'trentai Tres na Libeslaturan Guåhan* - 33rd Guam Legislature  
671-473-3301



**1st PH Notice.pdf**

598K



Senator Tom Ada

Charlene Flores <flores@senatorada.org>

## 2nd Notice of Public Hearing: April 6, 2015 at 9:00am and 1:30pm.

Charlene Flores <flores@senatorada.org>

Thu, Apr 2, 2015 at 8:31 AM

To: Media <media@senatorada.org>, phnotice@guamlegislature.org, phmaterials@guamlegislature.org, Eric Palacios <eric.palacios@epa.guam.gov>, Conchita San Nicolas Taitano <conchita.taitano@epa.guam.gov>, vincent.pereira@epa.guam.gov, michael.omallan@epa.guam.gov, don.quinata@epa.guam.gov, william.austin@fe.navy.mil, jbenavente@gpagwa.com, mcamacho@gpagwa.com, gbotha@gpagwa.com, rwegand@gpagwa.com, David Leddy <dleddy@guamchamber.com.gu>, ccastro@guamchamber.com.gu, rdelgado@guamchamber.com.gu, info@ghra.org, bill.ada@ipehq.com, catherine.leonguerrero@exxonmobil.com, ddean@sppcorp.com, jbrown@portguam.com, frpangelinan@portguam.com, thomas@guamwaterworks.org, annborja@guamwaterworks.org, staylor@guamwaterworks.net, heidi@guamwaterworks.org, joseph.verga@gmha.org, Glenn LG <glenn.leonguerrero@dpw.guam.gov>, eleanor.borja@dpw.guam.gov, jessie.pelican@dpw.guam.gov, Maria Flores <maria.flores@revtax.guam.gov>, john.camacho@revtax.guam.gov, Simon Sanchez <gdcmgr@ite.net>, Isablan@gpagwa.com, jtduenas@hotmail.com, jeffcharjohnson@hotmail.com, horeckylaw@teleguam.net, horecky@ite.net, ndynvn@yahoo.com, Lou Palomo <lpalomo@guampuc.com>, Marie Villanueva <marie@guam-peals.org>, Tammy Bamba <tammy.bamba@grta.guam.gov>, weezierivera@hotmail.com, rick.agustin@grta.guam.gov, teresa.topasna@land.guam.gov, Ronnie Santos <ronnie.santos@clb.guam.gov>, michael.borja@land.guam.gov, dlmdir@land.guam.gov, david.camacho@land.guam.gov, dfbrooks@guamopa.org, jngo@ozemail.com.au, raunderwood@uguam.uog.edu, jpeter@uguam.uog.edu, lmtoves@uguam.uog.edu, raymond.blas@dpr.guam.gov, pedro.leonguerrero@cqa.guam.gov, raffaele.sgambelluri@cqa.guam.gov, briana.roberto@cqa.guam.gov, benny.m.paulino@us.army.mil, johnny.lizama@ang.af.mil, john.unpingco@gvao.guam.gov, chuck.ada@guamairport.net, peterroy@guamairport.net, rosieb@guamairport.net, Chace Anderson <candersongbb@gmail.com>, Alicia Fejeran <avfejeran@gmail.com>, csr@guamcell.net, Clayton Duvall <clayton4gppc@hotmail.com>, Chris Felix <felix@guam.net>, rjdguzman@hotmail.com, mail@cmlaw.us, claudia.acfalle@gsa.guam.gov, superintendent@gdoe.net, racruz@gtrf.com, djtydingco@gta.net, jkriegel@docomopacific.com, jlai@docomopacific.com, Richard Yu <richard.yu@choicephonellc.com>, Rene Lao <rene.lao@choicephonellc.com>, john.compton@itehq.net, mcogadmin@teleguam.net, bmomayor@teleguam.net, MELISSA SAVARES <melissa.savares@gmail.com>, tae@teleguam.net, roderick.leonguerrero.mil@mail.mil, rodericklionwarrior@icloud.com

April 2, 2015

### MEMORANDUM

To: All Senators, Media, and Stakeholders

Fr: Senator Thomas C. Ada, *Chairperson*

Subject: **2<sup>nd</sup> Notice of Public Hearing: April 6, 2015 at 9:00am and 1:30pm.**

Please be advised that the Committee on Transportation, Infrastructure, Lands, Border Protection, Veterans' Affair, and Procurement will be conducting a public hearing on **Monday, April 6, 2015 at 9:00am and 1:30 p.m.** This meeting will take place in the public hearing room of *Liheslaturan Guahan*. The agenda is as follows:

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An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam.

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Testimony on Bill No. 33-33(COR), Bill No. 55-55(COR), Bill No. 57-33(LS), Bill No. 62-33 (LS), Bill No. 63-33 (LS), the Executive Appointment of Colonel Roderick R. Leon Guerrero and the Executive Appointment of Mr. Tae S. Oh should be addressed to Senator Thomas C. Ada, Chairperson, and will be accepted via hand delivery to our office, our mailbox at the Main Legislature Building at 155 Hesler Place, Hagåtña, Guam 96932, via email to [office@senatorada.org](mailto:office@senatorada.org), or via facsimile to (671) 473-3303 until **Monday, April 13, 2015 at 5:00pm**. Individuals requiring special accommodations, auxiliary aids, or services should submit their request to Charlene



Flores at 473-3301. Please feel free to contact my office should you have any questions or concerns.

--

Charlene Flores

Policy Analyst

Office of Senator Thomas C. Ada

*I Mina'trentai Tres na Libeslaturan Guåhan* - 33rd Guam Legislature

671-473-3301



**2nd PH Notice.pdf**

615K

**Listserv: [phnotice@guamlegislature.org](mailto:phnotice@guamlegislature.org)**

**Updated as of March 25, 2015**

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**Updated as of March 25, 2015**

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**Listserv: [phnotice@guamlegislature.org](mailto:phnotice@guamlegislature.org)**  
**Updated as of March 25, 2015**

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**Sen. Thomas Ada**  
**Chairman**

Committee on Transportation, Infrastructure, Lands,  
Border Protection, Veterans' Affairs and Procurement  
*I Mina Trentai Tres Na Liheslaturan Guåhan* • 33<sup>rd</sup> Guam Legislature

**AGENDA**  
**PUBLIC HEARING**  
**Monday, April 6, 2015**  
**Public Hearing Room, *I Liheslaturan Guåhan***

The agenda is as follows:

**9:00 a.m.**

**Bill No. 33-33(COR) - T.R. Muña Barnes**

An act to rezone Lot No. 5228-R4-R2-1, Barrigada, Guam, from Agricultural Zone (A) to Commercial Zone (C).

**Bill No. 55-33(COR) -T.R. Muña Barnes**

An act to approve the lease between the Government of Guam and the Palauan Community Association of Guam.

**Bill No. 57-33(LS) - F.F. Blas, Jr.**

An act to add paragraphs (i) and (j) to §40128, Division 4, Chapter 40, Title 5 Guam Code Annotated, and to authorize the Director of the Department of Land Management to include the Mayors in their zoning and construction forms.

**Bill No. 62-33 (LS) – T.C. Ada**

An act to amend § 32113(b) of Chapter 32, Title 22, Guam Code Annotated, relative to required experience for Professional Engineers, Professional Architects and Professional Land Surveyors, and clarifying processes for applicants.

**Bill No. 63-33 (LS) – T.C. Ada**

An act to *add* a new subsection (yy) to § 1102 of Chapter 1, Title 16, Guam Code Annotated, and to *amend* § 26104(c) of Chapter 26, Title 16 Guam Code Annotated, relative to adding limousines to definitions and exemptions.

Testimony on Bill No. 33-33(COR), Bill No. 55-55(COR), Bill No. 57-33(LS), Bill No. 62-33(LS), Bill No. 63-33(LS), Executive Appointment of Colonel Roderick R. Leon Guerrero and Executive Appointment of Mr. Tae S. Oh should be addressed to Senator Thomas C. Ada, Chairperson, and will be accepted via hand delivery to our office, our mailbox at the Main Legislature Building at 155 Hesler Place, Hagåtña, Guam 96932, via email to [office@senatorada.org](mailto:office@senatorada.org), or via facsimile to (671) 473-3303 until **Monday, April 13, 2015 at 5:00pm**. Individuals requiring special accommodations, auxiliary aids, or services should submit their request to Charlene Flores at 473-3301. Please feel free to contact my office should you have any questions or concerns.