



Messages and Communication: GALC Regular Monthly Board Meeting October 30, 2013

1 message

Speaker Won Pat <speaker@judiwonpat.com>

Tue, Nov 5, 2013 at 9:26 AM

To: Guam Legislature Clerks Office <clerks@guamlegislature.org>

11/5/2013 11/5/2013

Guahan Ancestral Land Commission

Regular Monthly Board Meeting October 30, 2013

32-13-951

----- Forwarded message -----

From: **Stephanie Duenas** <stephanie.duenas@dlim.guam.gov>

Date: Mon, Nov 4, 2013 at 1:40 PM

Subject: GALC Regular Monthly Board Meeting October 30, 2013

To: Speaker Won Pat <speaker@judiwonpat.com>, ed pocaigne <edpocaigne@judiwonpat.com>, julie.delarosa@guam.gov

Cc: Joey G Leon Guerrero <joeyleonguerrero@galc.guam.gov>, Margarita Borja <margarita.borja@dlim.guam.gov>, Matthew Leon Guerrero <matthew.leonguerrero@dlim.guam.gov>

32-13-951
Office of the Speaker
Judith T. Won Pat, Ed. D.
Date 11/05/13
Time 9:26 am
Received by [Signature]

Hafa Adai All,

Below is the link for October Regular Monthly Meeting.

http://www.mediafire.com/view/552zryl9vz8xsrz/galc_board_meeting_October_30%2C_2013.PDF

Will await for your respond upon receipt. Thank you and have a great day!

--
Stephanie Duenas
Land Agent I
Tel. 649-5263 Etn. 341

2013 NOV - 5 AM 9:31

Ufisinan I Etmås Ge'helo'Gi Liheslaturan Guåhan
Office of Speaker Judith T. Won Pat Ed.D.
Kumiten Idukasion yan Laibirihan Publeko
Committee on Education and Public Libraries & Women's Affairs

155 Hesler Place, Suite 201, Hagatna, Guam 96910
Tel: (671) 472-3586 Fax: (671) 472-3589
www.guamlegislature.com / speaker@judiwonpat.com

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Commissioner

Lydia M. Tyner
Commissioner

Anthony J.P. Ada
Commissioner

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Hagåtña, GU 96932

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<http://dlm.guam.gov>

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galc.staff@dlm.guam.gov

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(671) 473-5263/7 or
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ext. 680/681

Facsimile:
671-649-5383



EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

DIPATTAMENTON MINANEHAN TANO'
(Department of Land Management)

KUMISION I TANO' SAINA-TA
(Guahan Ancestral Lands Commission)



MONTE MAFNAS
Director

DAVID V. CAMACHO
Deputy Director

Regular Monthly Public Meeting
Wednesday, October 30, 2013 at 2:00pm

I. CALL TO ORDER

II. ROLL CALL/QUORUM COUNT by Director

III. FANOHGE CHAMORRO / INIFRESI

IV. APPROVAL OF MINUTES

- A. Minutes from September 25, 2013
- B. Approval on 30 days extension to DR. Olivia Cruz
- C. Approval to amend deed to correct Lot 5243-1 to Lot 5242-1-3, Dededo

V. OLD BUSINESS

- A. Update on Dr. Olivia Cruz – The Commission to give an extension of 30 days to come up with supporting documents on Lot No. 20-New, Sumay.

VI. NEW BUSINESS

- A. Wettengal Junction property with GEDA.
- B. To discuss Decision and Order of Judge Arthur Barcinas, Superior Court of Guam Civil Case No. 1124-09 between the government and the Estate of Jose Martinez Torres.

VII. Administrative Matters

- A. All Star copy payment

VIII. GALC BOARD OF COMMISSIONER'S COMMENTS

- A. Regular Monthly Public Meetings for November and December, 2013

- 1. Wednesday, November 13, 2013
- 2. Wednesday, November 27, 2013
- 3. Wednesday, December 11, 2013
- 4. Wednesday, December 25, 2013 (Holiday)

IX. ADJOURNMENT / RECESS





GUAHAN ANCESTRAL LANDS COMMISSION



Eddie Baza Calvo
Governor

Monte Mafnas
Director

Ray Tenorio
Lieutenant Governor

David V. Camacho
Deputy Director

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Commissioner

Lydia M. Tyner
Commissioner

Anthony J.P. Ada
Commissioner

ITC Building, Dept. of
Land Management
Office, 3rd floor, West
Wing

P.O. Box 2950,
Hagåtña, Guahan
96932

Tel: (671) 473-5263/7
or 649-5263 x680,
x681
Fax: (671) 649-5383

E-Mail Address:
galc.staff@dml.guam.gov

Website:
www.dlm.guam.gov

Minutes from September 25, 2013

PURPOSE: To approve minutes of September 11, 2013

CITATION: **Excerpt from Minutes of September 25, 2013 Regular Meeting
Agenda Item IV**

DISCUSSION: **A. Minutes from September 11, 2013**

Motion By: James C. Matanane - Commissioner

Seconded By: Anthony J.P. Ada - Commissioner

Vote Call: 4 - Aye

Result: Motion carried

PURPOSE: DR. Olivia Cruz – Letter and documents on September 25, 2013 Title
Hearing board decision for Lot 20-New, Sumay

CITATION: **Excerpt from Minutes of September 25, 2013 Regular Meeting
Agenda Item V, under New Business**

Discussion: **“The commission to give an extension of 30 days to DR. Olivia Cruz
And her family to come up for supporting documents on Lot 20-New,
Sumay.”**

Motion By: James C. Matanane - Commissioner

Seconded By: Ronald T. Laguana - Commissioner

Vote Call: 4 - Aye

Result: Motion carried

PURPOSE: To do an amended deed to correct Lot 5243-1 to Lot 5242-1-3. Dededo

CITATION: **Excerpt from Minutes of September 25, 2013 Regular Meeting
Agenda Item VII, Administrative Matters**

DISCUSSION: **“It’s been second that the directions will been taken care of by the director and again the corrected Lot No’s 5242-1-3 instead of Lot 5243-1 as previously been made in the deed of 4 of 9.”**

Motion By: James C. Matanane - Commissioner
Seconded By: Anthony J.P. Ada - Commissioner
Vote Call: 4 - Aye
Result: Motion carried

.....

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Street Address:
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Mailing Address:
P.O. Box 2960
Hagåtña, GU 96932

Website:
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Telephone:
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Facsimile:
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RAY TENORIO
Lieutenant Governor

DIPÅTTAMENTON MINANEHAN TÅNO'
(Department of Land Management)

KUMISION I TÅNO' SAINA-TA
(Guahan Ancestral Lands Commission)



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DAVID V. CAMACHO
Deputy Director

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Agenda Item IV

DISCUSSION: A. Minutes from September 11, 2013

Motion By: James C. Matanane - Commissioner

Seconded By: Anthony J.P. Ada - Commissioner

Vote Call: 4 - Aye

Result: Motion carried

CERTIFIED BY:

DAVID V. CAMACHO

Deputy Director

ANITA F. ORLINO

GALC Chairwoman

MARIA G. CRUZ

GALC Secretary/Treasurer

PREPARED BY:

STEPHANIE A. DUENAS
LAND AGENT I

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PURPOSE: To do an amended deed to correct Lot 5243-1 to Lot 5242-1-3, Dededo

CITATION: Excerpt from Minutes of September 25, 2013 Regular Meeting
Agenda Item V, Old Business

DISCUSSION: "It's been second that the directions will been taken care of by the director and again the corrected Lot No's 5242-1-3 instead of Lot 5243-1 as previously been made in the deed of 4 of 9."

Motion By: James C. Matanane - Commissioner
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Vote Call: 4 - Aye
Result: Motion carried

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Lieutenant Governor



MONTE MAFNAS
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Deputy Director

PURPOSE: DR. Olivia Cruz – Letter and documents on September 25, 2013 Title Hearing board decision for Lot 20-NEW, Sumay

CITATION: Excerpt from Minutes from September 25, 2013 Regular Meeting Agenda Item V, under New Business

DISCUSSION: “The commission to give an extension of 30 days to Dr. Olivia Cruz And her family to come up for supporting documents on 20-New, Sumay

Motion By: James C. Matanane - Commissioner
Seconded By: Ronald T. Laguana - Commissioner
Vote Call: 4 - Aye
Result: Motion carried

CERTIFIED BY:

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Deputy Director

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GALC Chairwoman

MARIA G. CRUZ
GALC Secretary/Treasurer

PREPARED BY:

STEPHANIE A. DUENAS
Land Agent I





GUAHAN ANCESTRAL LANDS COMMISSION

a division of the
DEPARTMENT OF LAND MANAGEMENT

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Monte Mafnas
Director

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Deputy Director



In compliance with Public Law 24-109,
Guåhan Ancestral Lands Commission

published the

Public Meeting Announcement

for

Wednesday, October 30, 2013

in the

**Guam Pacific Daily News on
October 25th and 27th of 2013**

Attached are photo copies of the published GALC Meeting Notices

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Oct. 25

* The Guam Community College Board of Trustees will meet at noon Oct. 25 in the GCC president's conference room, Building 2000. For special accommodations, call 735-5597.

Oct. 29

* Guam Education Board will meet at 6 p.m. Oct. 29 at M. U. Lujan Elementary School in Yona. For special accommodations, call 300-1627 or email jgkaneshiro@gdoe.net.

* The Civil Service Commission Board will meet at 5:45 p.m. Oct. 29 in Suite 6A, 777 Route 4, Sinajana. For more information or special accommodations, call 647-1855/57 or TTY 649-7002.

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Oct. 30

* The Guam Housing Corporation's regular board meeting is scheduled for 3 p.m. Oct. 30 on the fifth floor of the ITC Building. For special accommodations, call 632-5660 or 647-4143.

* The University of Guam Regent Nominating Council will meet at noon Oct. 30 in the President's Office conference room, on the second floor of the Jesus S. & Eugenia A. Leon Guerrero School of Business and Public Administration. For special accommodations, call 735-2244 or TTY 735-2243.

* The Guam Housing and Urban Renewal Authority Board of Commissioners will meet at 10 a.m. Oct. 30 at GHURA's main office in Sinajana. For special accommodations, call Kathy Taitano at 475-1322 or TTY 472-3701.

* The Guam Department of Education Financial Supervisory Commission will meet at 3 p.m. Oct. 30 in the Guam Education Board conference room, on the first floor of the Manual

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Guerrero/Administration Building in Hagåtña. For more information, call 473-4236.

* The Guam Ancestral Lands Commission Board will meet at 2 p.m. Oct. 30 at the Department of Land Management. For special assistance, call 649-8263 ext. 341/682.

Oct. 31

* The Government of Guam Retirement Fund Board of Trustees will meet at 12:30 p.m. Oct. 31 in the Retirement Fund conference room in Maita. For special accommodations, call 475-8900/1.

* The Port Authority of Guam Board of Directors will meet at 8:30 a.m. Oct. 31 at the board conference room at the Port. For special accommodations, call 477-5931-4 ext. 430.

* The Board of Directors of the A.B. Won Pat International Airport Authority will meet at 3 p.m. Oct. 31 in Terminal Conference Room No. 3. For special accommodations or agenda items, please call 642-4717/18.

Nov. 20

* The Guam Election Commission will meet at 5:31 p.m. Nov. 20 at the Guam Election Commission conference room 200, 414 W. Soledad Ave., GCIC Building, Hagåtña. For special accommodations, call 477-9791.

Submissions

* The Pacific Daily News runs government meetings as a public service to the community. Send your government meeting notices to life@guampdn.com. For more information, call Community Editor Duane M. George at 479-0415 or send email to dmg@guampdn.com.

Oct. 25, 2013

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- The Guam Ancestral Lands Commission Board will meet at 2 p.m. Oct. 30 at the Department of Land Management. For special

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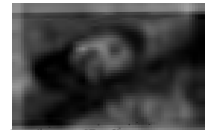
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Hoops Hype Ask Eddie Johnson
Oct. 28, 2013



Ignacio de la Cruz Mendiola,
married, of legal age, local.
properly owner of the barrio of Sumay.
He is the owner of a terrain ^{planted} with
coconuts trees, located in the place
called "Botadero" as it is shown
in the folio # 158; Estate No 362.
He sells it to the U.S. Navy, which
is represented by Mr. William E. Sewel.
for \$ 300. pesos.

Pearl Harbor Land Documents
Land, Deeds Sales etc. 1903

GUAM ANCESTRAL LANDS COMMISSION
Kumision i Tano' Saino-to
Government of Guam
Received by: ADecreas
Date: 10-30-13 Time: _____

Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de cuatrocientos pesos. Don Vicente Sablan y Ulloa, casado, mayor de edad, labrador, natural y vecino del barrio de Sumay es dueño de una pieza de tierra sembrada de cocos y varios articulos en el punto denominado Lagos, segun aparece en una de dichas inscripciones primeras que se halla extendida al tomo primero folio ochenta y tres, finca numero setenta y siete y vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de cuatrocientos cincuenta pesos mexicanos una parte de dicha finca que mide dos hectareas proximately de superficie y cuyos linderos son por Norte y Sur con terreno de Francisco Sablan, por Este con el manglar y por Oeste con el camino que de Agat va a Sumay. Don Guillermo Lizama Fejarang, casado, mayor de edad, propietario y vecino del barrio de Sumay es dueño de un terreno con siembras de coco y demas alimenticias en el punto denominado Botadero segun aparece en una de dichas inscripciones primeras que se halla extendida al tomo primero folio ciento sesenta y ocho finca numero ciento cincuenta y cuatro y lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de cuatrocientos pesos. Jose de los Santos Lizama, casado, mayor de edad, natural propietario y vecino del barrio de Sumay es dueño de un terreno con siembras de coco y otras alimenticias en el punto denominado Atordan segun aparece en una de dichas inscripciones primeras que se halla extendida en este mismo tomo, folio ciento treinta y dos, finca numero trecientos cuarenta y dos y lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de doscientos diez pesos. Martin Duenas Taitano, casado, mayor de edad, natural, propietario y vecino del barrio de Sumay es dueño de un terreno con siembras de coco y otras alimenticias en el punto denominado Botadero, segun aparece en una de dichas inscripciones primeras que se halla extendida en este mismo tomo folio ciento diez y ocho, finca numero trecientos treinta y lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de doscientos pesos. Antonio Duenas Santos, casado, mayor de edad, propietario, natural y vecino del barrio de Sumay, es dueño de un terreno con siembras de coco en el punto denominado Atordan segun aparece en una de dichas inscripciones primeras que se halla extendida en este mismo tomo folio ciento catorce, finca numero trecientos veintisiete y lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de cincuenta pesos. Ignacio de la Cruz Maniela, casado, mayor de edad, natural propietario y vecino del barrio de Sumay es dueño de un terreno con siembras de coco en el punto denominado Botadero segun aparece en una de dichas inscripciones primeras que se halla extendida en este mismo tomo folio ciento cincuenta y ocho, finca numero trecientos sesenta y dos, y

Pearl Harbor Land Documents
Land, Cland's & Sales etc.
293 1903

lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de trecientos pesos. Gregorio Mendiola Blas casado, mayor de edad, propietario, labrador, natural y vecino del barrio de Sumay es dueño de un terreno con siembras de coco en el punto denominado Jalomma segun aparece en una de dichas inscripciones primeras que se halla extendida al tomo primero, folio ciento setenta y uno, finca numero ciento cincuenta y siete y lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de doscientos pesos mexicanos. Jose Quintanilla Cruz, casado, mayor de edad, natural propietario y vecino del barrio de Sumay es dueño de un terreno de un terreno con siembras de coco en el punto denominado Botadero segun aparece en una de dichas inscripciones primeras que se halla extendida al tomo primero folio ciento cincuenta y cinco, finca numero ciento cuarenta y dos, y lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de doscientos pesos. Mariano Ulloa Duenas, mayor de edad, soltero, labrador, natural y vecino del barrio de Sumay es dueño de un terreno con siembras de coco en el punto denominado Jalomma segun aparece en una de dichas inscripciones primeras que se halla extendida en este mismo tomo, folio cuarenta, finca numero doscientos sesenta y ocho y lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de doscientos cincuenta pesos. Carmelo Guerrero Guzman, casado, mayor de edad, propietario, natural y vecino del barrio de Sumay es dueño de un terreno con siembras de coco en el punto denominado Atordan segun aparece en una de dichas inscripciones primeras que se halla extendida en este mismo tomo, folio ciento ochenta, finca numero trecientos setenta y siete y lo vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell, por el convenido precio de trecientos pesos. Martin Duenas Taitano, mayor de edad, labrador, casado, natural y vecino del barrio de Sumay como representante legal de su hijo Vicente Duenas Cruz es dueño este de dos piezas de terreno siembradas de coco y otras en el punto denominado Atordan, segun aparece en este mismo tomo folios ciento cincuenta y cinco y ciento cincuenta y siete, fincas numeros trecientos sesenta y trecientos sesenta y uno inscripciones primeras y en virtud de autorización judicial obtenida en diez y seis de Julio ultimo para enagenar estas dos piezas de terreno de su hijo las vende al Departamento de Marina de los Estados Unidos de Norte America representado por Mr. William E. Sewell por el convenido precio de ciento treinta y cuatro pesos la primera y ciento treinta y tres pesos la segunda. Maria Guzman y Santos, viuda de Jose Duenas Quintanilla, mayor de edad, dedicada a las ocupaciones de su sexo y vecina del barrio de Sumay madre de los herederos menores llamados Lucrecia, Ana, Vicente y Maria Duenas Guzman conduenos estos de un terreno con siembras de coco y otras plantas alimenticias en el punto denominado Atordan, segun aparece en una de dichas inscripciones segundas que se halla extendida en este mismo tomo folio ciento ochenta y tres, finca numero doscientos treinta y ocho y en virtud de autorización judicial segun auto dictado en veinte de Julio ultimo en el expediente promovido por la misma Maria Guzman y Santos para enagenar

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IN THE SUPERIOR COURT OF GUAM

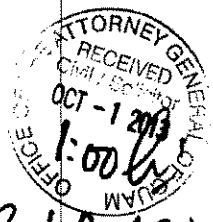
THE GOVERNMENT OF GUAM,
 Plaintiff,
 v.
 HELENE TORRES and EVELYN O'KEEFE,
 in their capacities as CO-
 ADMINISTRATRIXES OF THE ESTATE
 OF JOSE MARTINEZ TORRES, and THE
 ESTATE OF JOSE MARTINEZ TORRES,
 Defendants.

CIVIL CASE NO. CV 1124-09

DECISION AND ORDER

INTRODUCTION

This matter came before the Honorable Arthur R. Barcinas on the 30th day of November, 2012, for hearing on the Government's Motion for Summary Judgment on the Third Amended Complaint and the Defendants' Cross-Motion for Summary Judgment. Assistant Attorney General William Bischoff represented the Government, and Attorney Joseph Razzano represented the Defendants. For the reasons set forth below, the Court grants in part the Government's Motion for Summary Judgment on the Third Amended Complaint, denies in part the Defendants' Cross-Motion for Summary Judgment, dismisses in part the causes of action in this case, and remands this controversy to the GALC for further proceedings.



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Set Box 80

I. Factual and Procedural Background

1
2 On September 20, 2006, the Guam Ancestral Lands Commission (“GALC”) held a
3 hearing on the Defendants’ ancestral lands claim. During that hearing, the GALC rendered an
4 oral decision to grant a conditional deed to the Defendants. The GALC delegated to the
5 Defendants’ attorneys the task of reducing its oral ruling to writing and drafting the deed. The
6 attorneys drafted a deed and the GALC executed the deed as drafted by the Defendants’
7 attorneys.
8

9 The GALC’s oral decision came in the form of a motion by Commissioner Mark
10 Charfauros, as reflected in the following excerpt from the transcript of the hearing:

11 MR. CHARFAUROS: I’d like to ask the family to clarify something for the commission. What
12 is the pleasure of the – what is the request before this commission at this point in time? So I’ll
13 make sure that whatever motion that we’re going to make would be clear. So can the – a
14 representative of the family state to the commission, what is its official request before us?

15 MR. MANTANONA: In which you – if I may, for the Commissions pleasure. Your Honor, at
16 this point, we are asking that the commission award, recognize the claims of the heirs of the Jose
17 Torres Martinez – Martinez Torres, for the lots as contained in 2531 and 1540.

18 Today, recognized by Ancestral Lands Commission on their own documentation as Lots AL002,
19 Lot AL002-1, and Lot AL002-2. We believe that this will extinguish all claims that the family
20 have to any and all properties inside the Ancestral Lands inventories.

21 MR. CHARFAUROS: Okay, all right. Madam Chair? If there’s no other questions by the other
22 commission member, I’d like to make a motion and my motion would be basically to be in line
23 with the request of the family to recognize the claim to the estate of the lots mentioned herein on
24 the record, which would also extinguish all claims to the Duarte Estate. And also that this be a
25 conditional deed that you still have to go to the courts and go through the regular court
26 proceedings to – and correct me if I’m wrong, is that going to the court proceedings to review this
27 claim and the court will make the final judgment on the claim.

28 MR. YANZA: That is correct Mr. Chairman. On behalf of the estate, neither I myself, Mr.
Mantanona or Mr. Razzano or Mrs. O’Keefe can declare that we hereby terminate all future
claims to ancestral lands. But, as we saw fit best for the estate, we are willing to go before the
probate court and the probate estate of Mr. Torres and request the court that they, the Court,
approves the receipt of these ancestral lands and approve the final termination of future claims
within the inventory of the commission.

MR. CHARFAUROS: And understand this, this is a conditional deed and if the Court comes
back that says, that you have absolutely no claim to this property, this property comes right back
into the inventory of the Ancestral Lands Commission and that we are not going to rehear this

1 case again. Unless you guys have convincing evidence that has not been reviewed by the Court to
rehear the case. Do you understand exactly what this motion is?

2 MR. YANZA: Yes.

3 MR. MANTANONA: Yes, we do.

4 MR. CHARFAUROS: All right. So that's my motion.

5 MR. MANTANANE: I second.

6 MS. [sic] CHARFAUROS: Seconded by the --

7 MS. ORLINO: Okay. The motion has been second and now we're going to be voting.

8 MR. CHARFAUROUS: Yeah. It wasn't there. There's an extinguishment.

9 MS. ORLINO: Yeah.

10 MR. CHARFAUROS: That this extinguish the Duarte claim.

11 MS. ORLINO: All future.

12 MR. CHARFAUROS: It's a conditional motion.

13 MR. ECLAVEA: That's just for the inventory we have? Or is that for everything?

14 MR. CHARFAUROS: For everything. Everything.

15 MR. ECLAVEA: So does the family understand that?

16 MR. YANZA: Yes.

17 MR. MANTANONA: For present and future. We believe that we represent about 90 percent of
18 the heirs, of course there's 10 percent so we can't speak for those 10 percent at this point. But we
19 believe that the recommendation from the estate will be that we acknowledge the receipt and
20 terminate all future interest.

21 MR. CHARFAUROS: Yeah. And understand, I'm not asking the family for permission for this
22 extinguishment. My motion is not asking for permission, I'm making this motion. And this
23 motion is to extinguish this claim and basically, it's up to the Courts and if the Court see fit that
24 this motion is inappropriate then the Courts can rule against that and if the Court sees fit that this
25 claim is invalid, this property would come back to the inventory of the Ancestral Lands
Commission. But basically the Court is going to be the final say so. Do you understand that
26 motion?

27 MR. MANTANONA: Yes.

28 MR. YANZA: Mr. Commissioner? Just to clarify.

MR. CHARFAUROS: Yeah.

1 MR. YANZA: This present motion on the floor, this would be a conditional transfer of the
properties so long as the court approves it and once the court approves it –

2 MR. CHARFAUROS: Yes. In other words, where it's a conditional deed that we're giving you.
3 You still have to go to the courts and – if the courts comes back and say yes –

4 MR. YANZA: Okay. We understand that. We accept that.

5 MS. ORLINO: And then it's going to not come before this commission again?

6 MR. MANTANONA: Right. Yeah.

7 MR. YANZA: No, no. If the court approves of the transfer –

8 MS. ORLINO: Then it's a done deal.

9 MR. CHARFAUROS: Then it's your then –

10 MS. ORLINO: It's a done deal, yeah.

11 MR. YANZA: And then the condition would be satisfied?

12 MR. MANTANANE: Yeah, right.

13 MR. CHARFAUROS: If the court rules against it, then it comes – that property comes back into
14 –

15 MR. ECLAVEA: Into our inventory.

16 MR. YANZA: And the transfer will be ineffective?

17 MR. MANTANANE: Right.

18 MR. CHARFAUROS: Yes.

19 MS. ORLINO: Yeah, that's why the extinguishment is there to let you know.

20 MR. YANZA: Yes.

21 MS. ORLINO: Okay?

22 MR. CHARFAUROS: So we are approving the – and my motion is to approve it on the
23 condition that it goes to the court. All right?

24 MR. ECLAVEA: Okay, we're voting.

25
26 The motion passed unanimously. The Defendants' attorneys drafted the language of the
27 deed condition, which read:
28

Decision and Order

Government of Guam v. Torres, Civil Case No. CV 1124-09

1 This Quitclaim Deed and the effective transfer of the Property is conditioned on the
2 administrator/trix petitioning the probate court to approve the Jose Martinez Torres Estate's
3 receipt of the Property and to approve the Jose Martinez Torres Estate's permanent
4 extinguishment and termination of all claims to all other properties held by the Guam Ancestral
5 Lands Commission formerly known as As Ukkudo or Estates 2531 and 1540.

6 The deed was executed by the GALC on October 17, 2006.

7 The GALC issued its Final Written Decision and Order on the Defendants' claim on
8 December 22, 2006. The last paragraph of the Final Written Decision and Order reads as
9 follows:

10 The Commission also hereby directs the Chairperson and the Secretary of the Commission to
11 condition the return of the properties to the Estate that the Estate shall request the probate court of
12 the Jose M. Torres Estate to accept the return of the properties in exchange for the Estate
13 terminating all future claims against the Commission for the return of the unsurveyed remaining
14 portions of Estate 2531 and the unsurveyed remaining portions of Estate 1540.

15 On June 12, 2007, the Defendants petitioned in Superior Court Probate Case Number PR
16 0220-50 for a court order confirming the satisfaction of the deed condition. On August 30,
17 2007, Judge Elizabeth Barrett-Anderson, sitting in probate, held a hearing on the matter, and on
18 August 31, 2007, Judge Barrett-Anderson issued an order confirming the satisfaction of the
19 deed condition. On March 6, 2008, the Government sought to intervene in PR 0220-50 for
20 substantially the same reasons it advances in the present case, which was filed in 2009.

21 The Government claims that the Defendants' attorneys drafted the language of the deed
22 condition incorrectly, in such a way that it did not accurately reflect the GALC's oral decision.
23 The parties agree that the GALC intended the conditional language to require that the
24 Defendants secure some form of court approval of the deed. The central dispute in this case is
25 the question of what specific type of court approval the GALC intended the Defendants to
26 secure. The Government argues that the GALC intended to have the Superior Court adjudicate
27 the validity of the Defendants' ancestral claim. The Defendants claim that the GALC merely
28

1 intended to have a Probate Court approve the extinguishment of the Defendants' future claims
2 against the GALC.

3 The Government brought this lawsuit requesting several forms of relief. The
4 Government asks reformation of the deed language, so that it accurately reflects the oral
5 decision rendered by the GALC at the September 20, 2006 hearing. The Government also
6 requests that the Court a judgment on the merits of the Defendants' ancestral lands claim in the
7 form of a declaratory judgment. Finally, in light of the sale of the underlying property by the
8 Defendants to an apparent good faith third party purchaser, the Government requests that the
9 Court impose a constructive trust in its favor on the proceeds received by the Defendants from
10 the sale.
11

12
13 The Government has moved for summary judgment. The Defendants oppose, and have
14 cross-moved for summary judgment.

15 **II. Summary Judgment Standard**

16 Summary judgment on an issue should be granted when no material facts are in dispute
17 and the moving party is entitled to judgment as a matter of law. *Iizuka Corporation v. Kawasho*
18 *International (Guam), Inc.*, 1997 Guam 10 ¶ 7. The initial burden is on the moving party and
19 the court must review the facts in the light most favorable to the non-moving party. *Id.* at ¶ 8.
20 However, if the movant can demonstrate that there exists no genuine issue of material fact, the
21 non-movant cannot merely rely upon the assertions contained in the complaint, but must
22 produce significant probative evidence showing that there is a genuinely disputed issue of
23 material fact that must be determined at trial. *Id.*
24

25
26 A genuine issue exists when there is "sufficient evidence" establishing a factual dispute
27 requiring resolution by a fact-finder. *Id.* The factual dispute must concern a "material fact." *Id.*
28

1 Whether a fact is material is determined by the governing substantive law; if the fact may affect
2 the outcome, it is material. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

3 Under Rule 56, the moving party carries the burden of showing the court the relevant
4 information which it believes demonstrate the absence of an issue of material fact. The moving
5 party is not required to negate each element of the non-moving party's case. Rather, the moving
6 party satisfies and discharges its burden by establishing the absence of evidence to support the
7 non-moving party's case. *Kim v. Hong*, 1997 Guam 11 ¶ 6 (citing *Celotex Corp. v. Catrett*, 477
8 U.S. 317, 325 (1986)).

9
10 "[T]he plain language of Rule 56(c) mandates the entry of summary judgment, after
11 adequate time for discovery and upon motion, against a party who fails to make a showing
12 sufficient to establish the existence of an element essential to that party's case, and on which
13 that party will bear the burden of proof at trial." *Celotex Corp. v. Catrett*, 477 U.S. 317, 322
14 (1986). However, there can be no "genuine issue of material fact" if there is a complete failure
15 of proof concerning an essential element of a party's case, since such failure renders all other
16 facts immaterial. *Id.* at 323.

17
18
19 **III. Defendants' Evidentiary Objections**

20 The Defendants make a number of objections to the Government's submissions of
21 GALC hearing transcripts and recordings in support of its motion. For the reasons set forth
22 below, the Court overrules the Defendants' objections.

23
24 **A. Parol Evidence**

25 The Defendants argue that the language of the deed is unambiguous and that the parol
26 evidence rule should therefore prohibit the Court from considering evidence outside the four
27
28

1 corners of the deed in discerning the GALC's intent.¹ Guam's parol evidence rule, 6 GCA §
2 2511, expressly provides that extrinsic evidence may be considered "[w]here a mistake or
3 imperfection of the writing is put in issue by the pleadings[.]" The central allegation in this case
4 is that there was a mistake or imperfection in the language of the deed. The parol evidence rule
5 also, by its plain terms, "does not exclude other evidence of the circumstances under which the
6 agreement was made or to which it relates, as defined in § 2515 [Circumstances to be
7 Considered], or to explain an extrinsic ambiguity, or to establish illegality or fraud." The
8 Government's proffered evidence relates to the circumstances under which the deed was
9 executed, and the Government has alleged fraud in this case. The parol evidence rule therefore
10 does not bar the consideration of extrinsic evidence in this case, and the Court rejects the
11 Defendants' parol evidence argument.
12

13
14 B. Best Evidence, Completeness, Hearsay

15 The Defendant also make a number of objections based on the best evidence rule, the
16 rule of completeness, and the rule against hearsay.

17 Dispositive of these objections is the maxim that evidence need not be presented in trial-
18 admissible form on summary judgment. In evaluating whether evidence can be considered on
19 summary judgment, the key question for the Court is whether the underlying factual content of
20 the evidence could be presented in some admissible form at trial. *See Fraser v. Goodale*, 342
21 F.3d 1032, 1036-37 (9th Cir. 2003) (hearsay objection to personal diary overruled on summary
22 judgment because factual allegations in diary could be presented as first person testimony at
23 trial); *Hughes v. United States*, 953 F.2d 531, 543 (9th Cir. 1992) (best evidence rule objection
24 overruled on summary judgment because underlying facts would be admissible).
25
26
27

28 ¹ Guam's parol evidence rule, 6 GCA § 2511, by its terms applies to "deeds and wills as well as contracts between parties."

1 At trial on the issue of what the GALC meant by its oral decision rendered at the
2 September 20, 2006 hearing, the Court would not hesitate to admit and allow the factfinder to
3 consider transcripts and recordings of the hearing. The probative value of the underlying facts
4 would obviously vastly outweigh any potential prejudice. Accordingly, on summary judgment,
5 the Court overrules the Defendants' technical objections to the form in which the underlying
6 facts have been presented to the Court.
7

8 In light of the Defendants' best evidence and completeness objections to the hearing
9 transcript, the Court must also note that it is distressed by the Defendants' strenuous objections
10 to the Government's admittedly tardy submission of the transcript recording during the
11 pendency of summary judgment, and the Defendants' concomitant demands that the
12 Government's counsel be sanctioned. The traditional remedy for evidentiary incompleteness is
13 introduction of complete evidence; the rule intends to broaden, not to narrow, the scope of
14 admissibility. *See, e.g., Beech Aircraft Corp. v. Rainey*, 488 U.S. 153, 171-72 (1988). Yet,
15 rather than assenting to the introduction of the audio recording, which would presumably
16 convey accurately the "flavor" that the Defendants argued was missing from the transcripts, the
17 Defendants pursued the obscurantist strategy of objecting to the recording as well. This
18 troubling approach and the fervor with which the Defendants have pursued it have done little
19 for their cause.
20
21

22 **IV. Administrative Reconsideration**

23 The Defendants argue that this lawsuit is a *de facto* effort by the GALC to revisit its
24 decision. This is a mischaracterization of the nature of this case. The GALC does not seek to
25 reconsider its decision; it merely seeks to amend the language of the deed to reflect accurately
26 its previously rendered decision, which still stands. The administrative reconsideration analysis
27
28

1 established by *Dep't of Agriculture v. Civil Service Commission*, 2007 Guam 21, therefore is
2 not applicable, and Defendant's arguments that the GALC did not comply with it are inapposite.

3 **V. Estoppel**

4 The Defendants argue that the doctrine of estoppel should bar the Government from
5 pursuing this case. However, this case is sharply distinct from *United States v. Lazy FC Ranch*,
6 481 F.2d 985 (9th Cir. 1973), relied upon by the Defendants. In *Lazy, id.* at 987, a federal
7 employee gave advice to a business as to how to reorganize itself to take best advantage of
8 available federal funds. The business acted on the federal employee's advice and successfully
9 secured payments of federal funds. Subsequently, an administrative decision found that, the
10 federal employee's advice ad been erroneous and the payments of federal funds had been
11 improper. The federal government was nonetheless estopped from recovering the funds on the
12 basis of the federal employee's representations to the business.
13

14
15 The situation in *Lazy, id.*, was quite different than what we have in this case, which
16 involves an allegation of an affirmative act of deception by the Defendants, not the mere passive
17 reliance on advice from a government employee. A party that stands accused of inducing
18 another to assent via deception cannot use the other's fraudulently procured assent as a shield;
19 to allow so would be to allow estoppel to act as an absolute bar against any recovery by any
20 fraud victim. Because of the allegation of fraud in this case, the Court rejects the analogy to
21 *Lazy, id.*, and rejects the Defendants' estoppel argument.
22

23 **VI. Reformation**

24
25 The Court now proceeds to examine the sufficiency of the evidence to support summary
26 judgment on the central issue of this case – whether there was fraud or unilateral mistake
27 tainting the execution of the conditional deed such that reformation of the deed is justified.
28

1 A. Unilateral Mistake

2 The Defendants emphasize the testimony of Mark Charfauros, the GALC commissioner
3 who made the motion embodying the GALC's oral decision at the September 20, 2006 GALC
4 hearing. Mr. Charfauros testifies via declaration that his intent in making the motion was to
5 require Probate Court approval of the extinguishment of the Estate's future claims, and not to
6 require a Superior Court adjudication of the merits of the ancestral lands claim. It is worth
7 noting that the Government has introduced evidence suggesting that at least three of the other
8 commissioners, Maria Cruz, Ronald Laguana, and Anita Orlino, had different understandings of
9 the meaning of Mr. Charfauros's motion.
10

11 However, this is beside the point. Mr. Charfauros's subjective intent on making the
12 motion is irrelevant, as is the subjective intent of any individual commissioner. The question is
13 not what thoughts were in Mr. Charfauros's head when he made the motion; the question is the
14 objective meaning of the words of the GALC's oral decision. The fundamental legal principle
15 that an individual's intent should be inferred objectively rather than subjectively is applicable
16 here. The law is not concerned with an individual's private, unexpressed intent, which is
17 undeterminable except through that individual's own inherently unreliable testimony. The
18 objectively determinable outward indicia of intention are the legally relevant points.
19

20 Here, what controls here is the plain meaning of the language of Mr. Charfauros's oral
21 pronouncement. Mr. Charfauros's words were that the Defendants would be "going to the court
22 proceedings to review this claim." Mr. Charfauros explicitly stated that "the court will make the
23 final judgment on the claim." He further stated that "if the Court comes back that says, that you
24 have absolutely no claim to this property, this property comes right back into the inventory of
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1 the Ancestral Lands Commission,” and again that “if the Court sees fit that this claim is invalid,
2 this property would come back to the inventory of the Ancestral Lands Commission.”

3 Regardless of what thoughts might have been in Mr. Charfauros’s mind when he spoke
4 these words, the meaning of the words themselves is clear. Those words directed the Defendants
5 to obtain a Court ruling on the validity of their ancestral claim. Those words were voted on by
6 the GALC. The Court therefore concludes that the GALC intended the deeded transfer of
7 property to the Defendants to be conditioned upon a Court ruling affirming the validity of the
8 Defendants’ ancestral claim. Mr. Charfauros’s affidavit is not sufficient to create a genuine
9 dispute as to the GALC’s intent.
10

11 The language of the deed condition, drafted by the Defendants’ attorneys, provided for a
12 probate court to “approve” the Defendants’ “receipt” of the property. The distinction between a
13 “probate court” and a court of general jurisdiction, competent to adjudicate the validity of the
14 Defendants’ ancestral claim – *see Zahnen v. Limtiaco*, 2008 Guam 5 ¶ 17 – was clear to the
15 Defendants’ attorneys, or should have been so in the exercise of reasonable diligence. Thus, the
16 Defendants’ attorneys knew that the language of the deed condition, as drafted, did not
17 accurately reflect the GALC’s decision.
18

19 The Defendants point to their attorney Louie Yanza’s contacts with Joey Leon Guerrero,
20 a land agent employed by the GALC, during which Mr. Leon Guerrero did not object to
21 language of the condition as drafted by Mr. Yanza. The Court rejects the Defendants’
22 characterization of Mr. Yanza’s contacts with Mr. Leon Guerrero as “extensive correspondence
23 and discussion...to make sure that the Deed provision was crafted exactly as the GALC
24 intended.” *See Defendants’ Opposition to Plaintiff’s Motion for Summary Judgment*, 17. From
25 Mr. Yanza’s declaration, it appears that these contacts consisted of three phone calls over the
26
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1 course of two weeks, with no indication that the language of the condition was discussed.
2 Further, Mr. Leon Guerrero is a land agent whose professional expertise could not have been
3 expected to include the vagaries of probate court jurisdiction. Mr. Yanza's declaration reflects
4 that the subject matter of his discussions with Mr. Leon Guerrero was the property description.
5 Mr. Leon Guerrero's job, as a land agent, was ensuring that the deed clearly and accurately
6 described the lots to be transferred. He is not a lawyer. In light of his professional role, his
7 approval of the deed cannot reasonably be understood as assent to the operative legal language
8 of the deed condition relevant to the issue here.
9

10 It appears to the Court that the GALC's Final Written Decision and Order was also
11 drafted by the Defendants' attorneys, and that its language was taken from that of the already-
12 finalized deed condition, rather than vice versa. The D&O fails to reflect fully the GALC's
13 decision as enunciated in open hearing. In light of these considerations, the Court does not find
14 the D&O to be evidence sufficient to raise a genuine dispute as to the GALC's intent.
15

16 Indeed, none of the evidence before the Court supports any genuine dispute of the fact
17 that the conditional deed did not express the true intentions of the GALC, that this deficiency
18 was due to the unilateral mistake of the GALC in approving and executing deed language not
19 accurately reflecting its oral decision, and that the Defendants knew or should have known at
20 the time of the execution of the deed that its language did not accurately reflect the GALC's oral
21 decision. The GALC's execution of the deed as drafted by the Defendants' attorneys thus
22 constitutes a unilateral mistake of which the Defendants availed themselves with knowledge and
23 for their own benefit. Accordingly, the Government is entitled, as a matter of law, to
24 reformation of the deed language.
25
26

27 //
28

VII. Disposition

1
2 The Government has proposed no language to replace the defective terms of the deed,
3 and the Court has come to understand the difficulty of encapsulating the GALC's intent in a
4 deed condition. The GALC essentially was attempting to certify the question of the validity of
5 the Defendants' ancestral claim to the Superior Court, and to condition the deed on a Superior
6 Court ruling favorable to the Defendants. The remaining counts of the Government's complaint
7 – declaratory judgment, quiet title, and constructive trust – all hinge on a determination of the
8 validity of the Defendants' ancestral claim. The Government asks this Court to proceed to make
9 this determination, but offers no statutory authority for the Court's jurisdiction over this
10 question, which it appears to the Court is actually within the exclusive jurisdiction of the
11 GALC. The Court has searched in vain for any statutory provision, in the GALC's enabling
12 legislation or elsewhere, authorizing certification of a question in the manner the GALC
13 intended. Accordingly, the Court must conclude that it lacks subject matter jurisdiction over this
14 question, and dismiss the remaining claims. *See* GRCP 12(h)(3).
15
16

17
18 It appears to the Court that the proper path toward resolving this question is for the
19 GALC itself to hold further proceedings and to make an explicit ruling on the validity of the
20 Defendants' ancestral claim. The Court acknowledges the GALC's strong and explicitly
21 expressed preference not to have to reopen hearing on the merits of this difficult claim, but, as
22 the GALC has exclusive jurisdiction over the subject matter of the claim, it appears to the Court
23 that this is the only way. Without intending any intrusion on the GALC's authority to conduct
24 its proceedings on this question in whatever manner it sees fit, the Court respectfully suggests
25 that the GALC develop a record of its proceedings in a manner that will streamline review on
26 appeal. In particular, a substantial written decision with detailed findings and discussion and
27
28


1 analysis of the evidence would seem to be appropriate in this vigorously contested case, which
2 appears destined to come again before a Court in some form or another before it is finally put to
3 rest.

4 **CONCLUSION**

5 For the reasons set forth above, the Court finds that summary judgment in favor of the
6 Government is appropriate on the issue of reformation. Accordingly, the Government's Motion
7 for Summary Judgment is **GRANTED** in part, and the Defendants' Cross-Motion for Summary
8 Judgment is **DENIED** in part.

9 The remaining counts of the complaint are **DISMISSED** for lack of subject matter
10 jurisdiction, and the question of the validity of the Defendants' ancestral claim is **REMANDED**
11 to the GALC for further proceedings.
12
13

14
15 **SEP 30 2013**
16 **IT IS SO ORDERED** this ____ day of September, 2013.

17
18 

19 HONORABLE ARTHUR R. BARCINAS
20 Judge, Superior Court of Guam

21 I do hereby certify that the foregoing
22 is a full true and correct copy of the
23 original on file in the office of the
24 clerk of the Superior Court of Guam

25 **SEP 30 2013**

26 
27 Benny O. Cruz

28 Deputy Clerk, Superior Court of Guam

P/U SUP CT BOX 80
10:20 AM DSA 10/1/13
1:00 10-01-13 li



RAYMOND S. TENORIO
ADMINISTRADOR
I SEGUNDO NA MAGA' LAHEN GUAHAN
HENRY J. TAITANO
ADMINISTRADOR
ADMINISTRADOR

MEMORANDUM

Date: October 30, 2013
To: Executive Director, Guam Ancestral Lands Commission
From: *H* Deputy Administrator
Subject: Monthly Progress Report – August 14, 2013 to October 30, 2013

Hafa Adai!

The following is a progress report on GEDA's efforts to lease Land Bank Trust properties as required by Section 1 (i) of the MOU between GEDA and GALC Land Bank Trust:

- Apra Harbor Parcel No. 1 (Commissary Junction) – There is no change to the status of this subleased area. KwikSpace Guam is current with its monthly lease payments.
- Apra Harbor Reservation F-12 (Polaris Point) –
 - Matson Navigation Company – There is no change to the status of this subleased area. Matson has completed development of the first 15 acres at the Polaris Point property which is currently being used as a staging area for its shipping containers and chassis. Tenant is current with its monthly rents. The Navy has agreed and continues to investigate environmental contamination on three potentially contaminated sites by way of Action Memorandum (AM). GEDA has been in communications with the Navy and is awaiting completion of final report.
 - Knik Construction – There is no change to the status of this subleased area. Tenant is current with its lease payment.
 - Balli Steel Guam (BSG) – The Commission instructed GEDA to terminate BSG's lease effective June 24, 2013. GEDA complied with GALC's requirement by issuing a letter of termination dated May 22, 2013 by certified mail to tenant. To date, BSG has a remaining balance of rents owed to the Commission in the amount of \$47,047.50 for the period May 2012 to July 2013. Per Legal Counsel's advice, GEDA sent a "Notice to Pay Rent and Quit" dated July 15, 2013 via certified mail, as well as hand delivery to tenant's physical address. Notice served included a demand for payment of all rental arrears owed within 7 days of receipt however, no response was received by the July 22, 2013 deadline. On August 5, 2013, the property was locked and secured as instructed by GALC Executive Director to prevent any unauthorized access or activity. GEDA is working with its Legal Counsel in preparing a follow up notice which will be sent out during the first week of November.
 - Brand Inc. – GALC management maintains an agreement with DLM and CLTC to use this lot as a staging area for aggregate materials which will be offered to CLTC beneficiaries for use



as needed. We understand that the area is still being used for aggregate storage even though the Commercial Port road project has been completed. GEDA is awaiting payment plan for arrears (\$13K) owed by previous tenant. After a lengthy period of none responsiveness, on August 12, 2013, Mr. Roberto Cruz from Brand Inc., contacted GEDA and has indicated his willingness to meet and discuss the matter as he had just returned from off island due to continuing family medical issues. GEDA will report on the outcome of this meeting to the GALC Executive Director soon thereafter.

- N5D Mangilao (Route 15) – Issuance of a new RFP for the N5D 72-acre parcel is on hold until resolution is reached on the legal dispute between the GALC and WSTCO Quality Feed and Supply. Legal Counsel was previously directed by the Commission to proceed with terminating the license and has previously prepared a court brief on the legal dispute which has been scheduled for a hearing date on November 15, 2013 in the local courts. AAG Bill Bischoff to brief Commission during this month's board meeting.
- Wettengel Junction – GEDA has recently completed negotiations with Northern Market Place, LLC and all items required under the mutual agreement for the Due Diligence period including its market study. GEDA met with NMPLLC, along with the GACL Executive Director and one of the Commission Members on October 25, 2013 to briefly discuss the terms that have been agreed to in finalizing the Lease Agreement and will update the full Commission during today's public meeting with a recommendation to approve the Lease Agreement with NMPLLC subject to Legal Counsel's final review.
- License Agreements for Tiyan Properties
 - DPHSS WIC Program – Tenant is current with its lease rents after payment of all arrears owed in the amount of \$80K made on July 15, 2013. GEDA staff met with DPHSS WIC staff on October 8, 2013 to discuss and plan for continued use of the facility after the expiration of its current license which expires in December 2014. More discussions are ongoing between GEDA and WIC in order to finalize the new lease arrangements for the Tiyan facility. The Commission will be briefed upon completion of these discussions.
 - Guam Environmental Protection Agency (GEPA) – Payments of rental arrears for May through September 2012 was received by GEDA on July 15, 2013 in the amount of \$40K, which now brings the remaining balance owed for November 2012 through October 2013 to \$100K. GEDA is actively pursuing payment of these arrears.
- Revenues Generated from Land Leases – For the period from October 2007 to October 30, 2013, GEDA collected a total of **\$2,933,740.26** in both ground lease rents and participation rents of which **\$2,856,514.96** was remitted to GALC with the difference retained by GEDA as provided for in the MOU.

Should you have any questions, please contact Larry Toves, Mike Cruz or Diego Mendiola at 647-4332. *Si Yu'os Ma'ase'* for your continued support in generating revenues for the beneficiaries of the Trust.

Senseramente,



MANA SILVA TALJERON
Deputy Administrator



0000236454 TRUST FOR GUAM A Transaction Summary

10/29/2013

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnity	Fees	New Balance	Description	Prev Available
			DEP GUAM ECON. DEVE. BOG CK#40757							
			Check Received 39,542.74							
10/25/2013	S 0100	10/25/2013	Check Deposit	39,542.74	39,542.74	0.00	0.00	2,921,844.19		2,882,296.45
10/21/2013	S 0400	[10/20/2013]	Withdrawal T...	1,015,500.00	-1,015,500.00	0.00	0.00	0.00	To Share 0100	915,500.00
10/21/2013	S 0100	[10/20/2013]	Transfer Dep...	1,015,500.00	1,015,500.00	0.00	0.00	2,882,301.45	From Share 0400	1,866,796.45
10/21/2013	S 0400	[10/20/2013]	Dividend Dep...	15,500.00	15,500.00	0.00	0.00	1,015,500.00	1.550%	900,000.00
			BY OTHER BOG GU ECO DEV AUTH CK#40682							
			Check Received 12,408.68							
10/02/2013	S 0100	10/02/2013	Check Deposit	12,408.68	12,408.68	0.00	0.00	1,866,801.45		1,854,387.77





federal credit union

Product Names	Dividend Rate	APY	Min. Balance	Dividend Compounded	Dividend Period	Restrictions	Renewable
CU Share Savings:							
CU Share Savings	0.30%	0.30%	\$5	Daily	Quarterly	Multiple Transaction	N/A
Overdraft Protection (ODP) Savings	0.30%	0.30%	None	Daily	Quarterly	Limitations Apply	N/A
Time Share Savings:							
3 mos CU Time Share	0.35%	0.35%	\$500	Term of Acct	Term of acct.	Initial Transaction Only	Yes
3 mos CU JUMBO Time Share	0.45%	0.45%	\$100k	Term of Acct	Term of acct.	Initial Transaction Only	Yes
6 mos CU Time Share	0.40%	0.40%	\$500	Term of Acct	Term of acct.	Initial Transaction Only	Yes
6 mos CU JUMBO Time Share	0.80%	0.80%	\$100k	Term of Acct	Term of acct.	Initial Transaction Only	Yes
9 mos CU Time Share	0.45%	0.45%	\$500	Term of Acct	Term of acct.	Initial Transaction Only	Yes
9 mos CU JUMBO Time Share	0.90%	0.90%	\$100k	Term of Acct	Term of acct.	Initial Transaction Only	Yes
12 mos CU Time Share	0.50%	0.50%	\$500	Term of Acct	Term of acct.	Initial Transaction Only	Yes
12 mos CU JUMBO Time Share	1.00%	1.00%	\$100k	Term of Acct	Term of acct.	Initial Transaction Only	Yes
18 mos CU Time Share	0.60%	0.60%	\$500	Term of Acct	Term of acct.	Initial Transaction Only	Yes
18 mos CU JUMBO Time Share	1.10%	1.10%	\$100k	Term of Acct	Term of acct.	Initial Transaction Only	Yes
24 mos CU Time Share	0.65%	0.65%	\$500	Term of Acct	Term of acct.	Initial Transaction Only	Yes
24 mos CU JUMBO Time Share	1.21%	1.20%	\$100k	Term of Acct	Term of acct.	Initial Transaction Only	Yes

*Effective date: Dec 24, 2012

COAST360

federal credit union

Product Names	Dividend Rate	APY	Min. Balance	Dividend Compounded	Dividend Period	Restrictions	Renewable
36 mos CU Time Share	0.76%	0.75%	\$500	Term of Acct.	Term of acct.	Initial Transaction Only	Yes
36 mos CU JUMBO Time Share	1.32%	1.30%	\$100K	Term of Acct.	Term of acct.	Initial Transaction Only	Yes
48 mos CU Time Share	0.96%	0.95%	\$500	Term of Acct.	Term of acct.	Initial Transaction Only	Yes
48 mos CU JUMBO Time Share	1.38%	1.35%	\$100K	Term of Acct.	Term of acct.	Initial Transaction Only	Yes
60 mos CU Time Share	1.07%	1.05%	\$500	Term of Acct.	Term of acct.	Initial Transaction Only	Yes
60 mos CU JUMBO Time Share	1.49%	1.45%	\$100k	Term of Acct.	Term of acct.	Initial Transaction Only	Yes
Nothing! Checking	0.25%	0.25%	\$0.00	Daily	Quarterly	Opening Deposit	No
Tier 1 (\$500.00 - \$749.99)	0.25%	0.25%	\$500	Daily	Quarterly	Minimum Balance Req.	No
Tier 2 (\$750.00 - \$999.99)	0.30%	0.30%	\$750	Daily	Quarterly	Minimum Balance Req.	No
Tier 3 (\$1,000.00 and above)	0.35%	0.35%	\$1,000	Daily	Quarterly	Minimum Balance Req.	No
Money Market Account (MMA):							
CU Money Fund Plus \$2,500.00 to \$9,999.99	0.25%	0.25%	\$2,500	Daily	Monthly	Limitations Apply	No
CU Money Fund Plus \$10,000.00 to \$24,999.99	0.30%	0.30%	\$2,500	Daily	Monthly	Limitations Apply	No
CU Money Fund Plus \$25,000.00 to \$49,999.99	0.35%	0.35%	\$2,500	Daily	Monthly	Limitations Apply	No
CU Money Fund Plus \$50,000.00 to \$99,999.99	0.40%	0.40%	\$2,500	Daily	Monthly	Limitations Apply	No
CU Money Fund Plus \$100,000.00 and Over	0.45%	0.45%	\$2,500	Daily	Monthly	Limitations Apply	No
CU Club Account:	1.24%	1.25%	\$5	Daily	Quarterly	Limitations Apply	Automatic

*Effective date: Dec 24, 2012



federal credit union

Product Names	Dividend Rate	APY	Min. Balance	Dividend Compounded	Dividend Period	Restrictions	Renewable
IRA ACCOUNTS:							
IRAs Traditional/ROTH / & Coverdell ESA	0.30%	0.30%	\$5	Daily	Quarterly	Limitations Apply	N/A
IRA- 12 Mo. Time Share Traditiona /Roth, & Coverdell ESA	0.50%	0.50%	\$500	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA-12 Mo Jumbo Time Share Traditional /Roth, & Coverdell ESA	1.00%	1.00%	\$100K	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA -24 Mo Time Share Traditional /Roth, & Coverdell ESA	0.65%	0.65%	\$500	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA-24 Mo Jumbo Time Share Traditional /Roth, & Coverdell ESA	1.21%	1.20%	\$100K	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA- 36 Mo. Time Share Traditional /Roth, & Coverdell ESA	0.76%	0.75%	\$500	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA-36 Mo Jumbo Time Share Traditional /Roth, & Coverdell ESA	1.32%	1.30%	\$100K	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA- 48 Mo. Time Share Traditional /Roth, & Coverdell ESA	0.96%	0.95%	\$500	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA-48 Mo Jumbo Time Share Traditional /Roth, & Coverdell ESA	1.38%	1.35%	\$100K	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA- 60 Mo. Time Share Traditional /Roth, & Coverdell ESA	1.07%	1.05%	\$500	Term of Acct	Term of acct.	Limitations Apply	Yes
IRA-60 Mo Jumbo Time Share Traditional /Roth, & Coverdell ESA	1.49%	1.45%	\$100K	Term of Acct	Term of acct.	Limitations Apply	Yes

*Effective date: Dec 24, 2012



Fee Schedule

SAVINGS ACCOUNT FEES (*Membership*)

Opening Deposit	\$5.00
Min. Bal. Requirement	\$5.00
Acct. Re-opening Fee	FREE
DORMANT ACCOUNTS:	
• 12 month in-active	\$5.00
• Less than \$100 balance	\$5.00 per month
• Escheatment Fee & Media Exp	\$100 + Media Exp
• Deposit Return Item	\$12.00
ALL OTHER ACCOUNTS:	
• Return Item	\$12.00
• All Acct Closure (w/in 90 days)	\$25.00
• Research Fee (all accts. per hr)	\$25.00
• Reconciliation Fee (all accts. per hr)	\$25.00
• Statement Copy	\$5.00 flat per stmt period
• Account Overdraft	None
• Excessive Withdrawal (over counter)	\$1.00 after 5 transaction
• Monthly Service Charge	None-No Min. Bal. Req.
RETURNED ACH PRE AUTHORIZED:	
• Debit/Withdrawal	\$15.00
• Legal Process (garnishment/levies)	\$25.00 per account

CU CHECKING ACCOUNT FEES

Nothing! Checking Fee:	
-Opening Deposit Requirement	\$100.00 (\$0.00 w/ Direct Deposit)
-Check Writing Privileges	unlimited
-Minimum Balance to earn tiered interest:	
Tier 1	\$500.00
Tier 2	\$750.00
Tier 3	\$1,000.00
-Interest Bearing	

CU CHECKING ACCOUNT FEES

ALL OTHER FEES APPLICABLE:	
-Stop Payment	\$700 per item
-Non-Sufficient Funds	\$15.00 per item
-Deposit Return Item (Dep-NSF)	\$15.00 per item
-Deposit Return Item (Held)	\$15.00 per item
-Overdraft Protection (Automated)	\$3.00
-POS Purchase (Marinet)	Free
-Direct Deposit	Free
-Check Printing	Varies
-Demand Payment Processing	\$15.00
-Check Copy Fee	\$150
-Temporary/Counter Checks	1 sheet free and \$150 per sheet thereafter

CREDIT CARD FEES

Annual Fee	\$15(Classic)/\$30(Gold)
Late Payment	\$15(Classic)/\$20(Gold)
Over-credit limit	\$15.00
Cash Advance	None
Grace Period	None
Return Check	\$20.00
Document Copy	\$20.00 ea.
Additional Card	\$10.00
Statement Copy	\$1.00

PLASTIC CARD FEES

Initial ATM Card	Free
Initial DEBIT Card	Free
Replacement ATM Card	\$5.00
Replacement DEBIT Card	\$10.00
Initial CREDIT Card	Free
Replacement CREDIT Card	\$10.00

MONEY MARKET ACCOUNT FEES

Service Fee	\$8.00 If the actual daily balance is below \$2,500.00. Any one day of the calendar month.
Check Writing Privileges*	No Charge Three (3) checks per month
*Note a minimum withdrawal of \$500.00 per transaction.	

ATM FEES

CREDIT UNION OWNED:	
-Member Inquiries	Free
-Non-Member Inquiries	\$0.50
-Member withdrawal	None
-Non-Member withdrawal	\$2.00
NON-OWNED ATM:	
-Inquiries	\$1.00
-International Withdrawals	\$3.00
-International Inquiries	\$1.00
-Transactions other than inquiries and withdrawals (transfers, deposits, etc.)	\$2.00

ELECTRONIC SERVICES

Transaction Limit: A combined limit of 30 transactions a 24-hour period applies to POS, Debit/Check Card and ATM. The dollar amount limit in a 24-hour period is established for the following:

-ATM	\$400.00
-Point of Sale (POS), Debit/Check Card	\$2,500.00

*Effective date: Dec 24, 2012



Fee Schedule

OTHER SERVICES

CU WEB BRANCH (ONLINE BANKING)	Free
CU IPAY (BILL PAY):	
• Monthly Service Fees	\$5.00 (6 Payments Per Month)
• Additional Payment Per Month (After 6th payment)	\$0.55 each
• Expedited Payment Fee	\$9.95 per payment
• Automatic Stop Payment for any item outstanding more than 90 days	\$10.00 per item
• Stop Payment for any item outstanding more than 90 days	\$10.00 per item
• Check Copy requested as a stand alone transaction	\$7.50
MONEY HQ SERVICES:	
• Financial Account Aggregation, Account-to-Account (A2A) transfers, Bill Presentment, People-to-People Payments (P2P), Balance and eBill Alerts	\$5.00 (monthly user fee)
• After 5 Combination transaction of (A2A and P2P) Per month	\$1.50 (Per Additional Transaction)
• Next Day Transfers	\$8.95 (Per Transfer)
CU BYPHONE	Free
WIRE TRANSFER (DOMESTIC)	
Outgoing	
• \$0 - \$50,000	\$15.00
• \$50,000.01 - \$100K	\$20.00
• \$100,000.01 - \$500K	\$25.00
• \$500,000.01 - up	\$30.00

OTHER SERVICES

Wire Transfer (International)	\$45.00
Wire Transfer-Incoming	\$2.50
Cashier's Check	1st 3 free, \$1.00 per check, thereafter monthly
Notary Fee - Member	Free for 1st signature/\$5 per signature thereafter
Notary Fee - Non-Member	\$10 per document
Traveler's Cheque	FREE
SAFE DEPOSIT BOX	
• 3x10x22	\$45.00 (Rental Fee per Year)
• 5x10x22	\$75.00 (Rental Fee per Year)
Key deposit	None
Lock Replacement Fee	\$60.00
Force Drill Fee	\$155.00** (varies, depending on the size)
Late Fee	\$20.00
COIN DEPOSIT (Wrapped or Unwrapped Accepted)	
• Members	FREE
• Non-members	10% fee
NIGHT DEPOSITORY	
• Service Fee	None
• Key Deposit	\$5.00
• Replacement key	None
• Disposable Bags	0.24 cents for medium bag 0.65 cents for large bag

*E ffective date: Dec 24, 2012



Truth-In-Savings Disclosure

Except as specifically described, the following disclosures apply to CU Share Savings, CU Club Account and CU Advance Checking. All account types described in this Rate and Fee Schedule are expressed as share accounts.

- 1. Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage Yield may change monthly as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.
- 2. Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- 3. Dividend Compounding and Crediting.** The compounding and crediting of dividends and dividend period applicable to each account are set forth in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.
- 4. Accrual of Dividends.** For all accounts, dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account. For Regular Share and Share Draft accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.
- 5. Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, there is a minimum daily balance required to obtain the Annual Percentage Yield for the dividend period. If the minimum daily balance is not met, you will not earn the stated Annual Percentage Yield. For all accounts using a Daily Balance method, dividends are calculated by applying a daily periodic rate to the principal in the account each day.
- 6. Account Limitations.** For CU Share Savings and Christmas Club Share accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed. For a Christmas Club Share account, the available balance will be transferred to your Share Savings on or after October 1 and the account will remain open. Withdrawals may be made only during the period of October 1 through January 6 of the subsequent year and are limited to cash or check transactions only; cash withdrawals may not be less than \$1.00 or more than \$3,000.00 per day. For withdrawals made other than the period October 1 through January 6, the accrued dividends will be posted to the account and you will receive the full account balance and the account will be closed. You may make transfers or withdrawals in the first seven (7) days after the account is opened without restriction. For Regular Share accounts, cash withdrawals may not be less than \$1.00 or more than \$3,000.00 per day.

Except as specifically described, the following disclosures apply to all Time Share Accounts.

- 1. Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the term of the account. The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.
- 2. Dividends Compounding and Crediting.** The compounding and crediting of dividends applicable to each account is set forth in the Rate Schedule. The Dividend Period begins on the first calendar day of the Dividend Period and ends on the last calendar day of the Dividend Period.
- 3. Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, dividends are calculated by the Daily Balance method which applies a daily periodic rate to the principal in the account each day.
- 4. Accrual of Dividends.** For all accounts, dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.
- 5. Transaction Limitations.** After your account is opened, your ability to make additional deposits to your account or withdrawals of dividends and any limitations on such transactions are set forth in the Rate Schedule.
- 6. Early Withdrawal Penalty.** A penalty of 30 day dividends for accounts 12 months or less, and a 90 day dividends 18 months or more will be imposed on amounts withdrawn before maturity.

*Effective date: Dec 24, 2012



MONEY MARKET ACCOUNT (MMA) DISCLOSURE

Please read the Money Market Account (MMA) Disclosure Statement thoroughly before proceeding to the application. You will be required to indicate on the application that you have acknowledged receipt of, and have read and understand the MMA Disclosures.

MMA: To open an MMA you must first be a member of Coast360 Federal Credit Union (i.e. own a share savings account with a \$5.00 minimum balance). The MMA has a \$2,500 minimum opening deposit requirement.

TRANSFERS AND WITHDRAWALS: You may conduct transfers and/or withdrawals of funds from your MMA as set forth in Federal Regulation with limitations. The following transactions do not count toward the six transfers limit imposed on MMAs:

- 1) Purpose of paying loans and associated expenses at the same depository institution,
- 2) Withdrawals or transfers among accounts of the same person at the same credit union when made by mail, messenger, ATM or in person,
- 3) Withdrawals made by telephone instruction that result in a check being mailed to the member.
- 4) Electronic deposits.

The types of transfers and withdrawals that are limited are those requested by fax, CUbyPhone, Coast360 Federal Credit Union website, preauthorized transfers, or MMA check to pay third parties (clearing the credit union date, not written check date). If you exceed the transfer limitation set forth above in any statement period, your account will be subject to closure and funds transferred to your regular share account.

DIVIDENDS: Dividends accrue daily on account balances of \$2,500 or greater. Refer to current Schedule of Dividend Rates and Annual Percentage Yields (APY). Dividends are a division and distribution of earnings among members after all expenses have been paid and the required amount has been set aside for reserves. The Board of Directors declares dividend rates prospectively in the month preceding the dividend period. The dividend rates and APY may vary weekly as determined by the Board of Directors. Dividends at Coast360 Federal Credit Union are earned from day-of-deposit to day-of-withdrawal, or until the account is deemed closed, whichever is earlier. An account is deemed closed as of the day you instruct us to close the account. Dividends are computed using the daily balance method by applying the daily periodic rate to the full amount in your account at the end of each day. Dividends for the MMA are computed through the last calendar day and credited on the last business day of the month in which they were earned. The dividend period is monthly, beginning the first day of the month and ending the last day of the month. For example, the beginning date of the first dividend period of a calendar year is 1 January and the ending date of such dividend period is 31 January. All other dividend periods follow this same pattern of dates.

JOINT OWNERSHIP: If you designate a joint owner, your MMA is co-owned equally by your joint owner. Together, you and your joint owner agree that your entire balance (including accumulated dividends) may be withdrawn or transferred at any time, and that you shall discharge Coast360 Federal Credit Union from any liability for carrying out any of these requested actions. The owner and joint owner (if any) agree to be jointly and severally liable for negative balances on any of their joint accounts including any overdrafts, regardless of the cause, and agree to immediately deposit sufficient funds to pay the overdraft. The owner and joint owner agree to reimburse Coast360 Federal Credit Union for all costs of collection, including reasonable attorneys' fees and court costs. In accordance with the Federal Credit Union Act, Coast360 Federal Credit Union reserves the right to transfer funds on deposit in your MMA to pay any outstanding financial obligation you may have at Coast360 Federal Credit Union. A joint owner cannot be removed from an account without his/her permission. If you no longer want the joint owner to have access to your account, you must close the account and open a new one.

Annual Percentage Yield: APY assumes dividends remain in the account until maturity. Withdrawals reduce earnings. All accounts must remain open through the end of the dividend period or the maturity date to be paid the accrued dividends. The above rates were paid for their respective dividend periods. Dividends are paid at the end of the period from the current income and the available earnings after required transfers to reserves. These rates are not guaranteed for the current dividend period.

INSURANCE: The assets of Coast360 Federal Credit Union cover your shares. The shares in all your Individual accounts are aggregated and insured against loss up to a total of \$250,000 by the National Credit Union Administration, a US government agency. If you have an IRA, it is separately insured up to \$250,000. Joint accounts are insured separately from individual accounts up to \$250,000 by NCUA. Congress has temporarily increased NCUA share insurance from \$100,000 to \$250,000 per depositor through December 31, 2013.

GOVERNING LAWS: Your Coast360 Federal Credit Union accounts are maintained and governed in accordance with CU by laws and Federal laws and Regulations.

PAYMENT OF CHECKS: By requesting a MMA check, you authorize Coast360 Federal Credit Union to pay MMA checks signed by you or your joint owner (if any) of this account and to charge the payments against the MMA. Each negotiated MMA check will be charged to the MMA as of the date of receipt of the payment order by Coast360 Federal Credit Union. Coast360 Federal Credit Union will not be responsible for delaying payment of post-dated checks. Coast360 Federal Credit Union is authorized to refuse checks that exceed funds available in the MMA. A fee will be assessed in the amount shown on Coast360 Federal Credit Union's current Schedule of Fees and Charges for each refused MMA check. The owner and joint owner (if any) may request providing notification to Coast360 Federal Credit Union stop payment of an MMA check. A fee will be assessed in the amount shown on Coast360 Federal Credit Union current Schedule of Fees and Charges for each stop payment request. The owner or joint owner (if any) may request copies of paid MMA checks. A fee may be assessed as provided on Coast360 Federal Credit Union current Schedule of Fees and Charges for each MMA check copy. Except for negligence, Coast360 Federal Credit Union is not liable for any action it takes regarding the payment or nonpayment of an MMA check. Coast360 Federal Credit Union is under no obligation to pay or refuse the payment of an MMA check on which the date is more than six months old. MMA checks deposited in other financial institutions may be sent to us electronically.

CHANGE INTERMS: Coast360 Federal Credit Union reserves the right to terminate this agreement. The terms of this account may change upon 30 days notice. The right or authority of Coast360 Federal Credit Union under this agreement shall not be changed or terminated by you except by written notice to the Credit Union. Which shall not affect transactions previously made.

OTHER TERMS AND CONDITIONS: Shares in your MMA may not be pledged as collateral on any loan. You must notify Coast360 Federal Credit Union in writing of an error concerning an item on your monthly MMA statement no later than the thirty days of the mailing date of the earliest statement. If we do not receive your written notice of an error within this time frame, you may not dispute the item. The use of the MMA is subject to such other terms, conditions or requirements as Coast360 Federal Credit Union may establish from time to time. All non-cash share purchases or payments made to the MMA will be credited subject to final payment of the deposit item. An MMA may not be used for commercial or business purposes. Coast360 Federal Credit Union has the right of assignment of this agreement.

*Effective date: Dec 24, 2012



GUAMAN ANCESTRAL LANDS COMMISSION



Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Monte Mafnas
Director

David V. Camacho
Deputy Director

DEED SIGNING/TITLE HEARING/MEETING ATTENDANCE SHEET

DATE: October 30, 2013

PLACE: DLM Conference Room

CONVENED: 2:15 P.M.

RECESSED: 3:15 P.M.

RECONVENED: 3:26 PM

ADJOURNED: 4:08 P.M.

Check one:

- Work Session
- Executive Session
- Regular Meeting
- Special Meeting
- Title Hearing
- Rehearing
- Deliberations
- Final Determinations
- Deed Signing
- Other

NAME: _____ TITLE: _____ SIGNATURE: _____

BOARD OF COMMISSIONERS:

		Present	Absent	
1. Anita F. Orlino	Chairwoman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Ronald T. Laguana	Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
3. Maria G. Cruz	Secretary/Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
4. James C. Matanane	Commissioner	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<i>[Signature]</i>
5. Lydia M. Tyner	Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
6. Ronald F. Eclavea	Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
7. Anthony J.P. Ada	Commissioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>

Yes No

Quorum Confirmed by: *[Signature]*

Note here and initial if Board Member on GovGuam work time:

RTL Yes No

Number of Board Members certified for stipend this meeting:

Confirmed by: _____

STAFF and GUESTS:

		Present	Absent	
1. Monte Mafnas	Director	<input type="checkbox"/>	<input type="checkbox"/>	
2. David V. Camacho	Acting Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
3. Atty. William Bischoff	Legal Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
4. Margarita Borja	Land Agent Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
5. Matthew Leon Guerrero	Land Agent Supervisor	<input type="checkbox"/>	<input type="checkbox"/>	
6. Joey Leon Guerreero	Land Agent II	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
7. Stephanie Duenas	Land Agent I	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
8. Jhoana Casem	Land Agent I	<input type="checkbox"/>	<input type="checkbox"/>	
9. Karen Charfauros	Senator Pangelinan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>

Remarks:

(2011 REV 06/30/11)



GUAHAN ANCESTRAL LANDS COMMISSION



Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Monte Mafnas
Director

David V. Camacho
Executive Director

COMMISSION MEETING / HEARING ATTENDANCE SHEET

DATE: October 30, 2013

TIME: 2PM

PLACE: DLM Conference Room

Check one:

- Work Session
- Executive Session
- Regular Meeting
- Special Meeting
- Title Hearing
- Rehearing
- Deliberations
- Final Determinations
- Deed Signing
- Other

PUBLIC SIGN IN SHEET: (OPTIONAL)

<u>NAME</u>	<u>VILLAGE</u>	<u>NAME</u>	<u>VILLAGE</u>
<u>Carlos Camacho</u>	<u>Barrigada</u>		
<u>JAY LATHER</u>	<u>TAMUNING</u>		
<u>RUSS ROBINSON</u>	<u>BARRIGADA</u>		
<u>GERARDO GAMBIRAZZIO</u>	<u>YIGO</u>		
<u>Olivia CRUZ</u>	<u>Hagåtña</u>		
<u>Noel CRUZ</u>	<u>Mesa AGaña</u>		

**GUAHAN ANCESTRAL LANDS COMMISSION
BOARD OF COMMISSIONERS
Meeting Notification Checklist**

MEETING INFORMATION

Date: October 30, 2013
 Time: 2:00pm
 Place: DLM Conference

Check one: Work Session
 Executive Session
 Regular Meeting
 Special Meeting (Emergency)
 Title Hearing
 Deliberations of TH
 Final Determinations
 Deed Signing
 Other

Commissioners, Staff, Consultants	Contact Number	Date/Time Notified	Date/Time Confirmed	Email Address
ANITA F. ORLINO, Chairperson Reappointed April 01, 2008	H: 734-3028	10/24/13		Email: danor05@yahoo.com
RONALD T. LAGUANA, Vice Chairperson Reappointed April 01, 2008	H: 734-1026 W: 472-6785 ext. 5048 C: 482-0458	10/24/13	10/24/13 confirmed w/Comm. Laguana 3:26p.m.	Email: rlaguana@gmail.com
MARIA G. CRUZ, Treasurer/Secretary Reappointed April 01, 2008	H: 653-5688 W: 477-4619 C: 747-0029	10/24/13	Confirmed w/Maria 10/24/13 3:26p.m.	Email: marcruzkt@msn.com
JAMES C. MATANANE, Commissioner Reappointed 01, 2008	H: 734-2076 C: 488-8276	10/24/13		Email: jmatanane@hotmail.com
LYDIA M. TYNER, Commissioner Reappointed April 01, 2008	H: 632-6382 H: 969-6829	10/24/13	Confirmed w/Lydia 10/24/13 3:30p.m.	Email: lydia_tyner@yahoo.com
RONALD F. ECLAVEA, Commissioner Reappointed April 01, 2008	H: 969-9403 C: 488-2420	10/24/13	Confirmed w/Eclavea 10/24/13 3:33p.m.	Email: reclavea@yahoo.com
ANTHONY J.P. ADA, Commissioner Appointed June 24, 2008	H: 789-1965 W: 734-3645/6 C: 689-4234 / 486-2846	10/24/13	Confirmed w/Tony 3:50 p.m.	Email: adaclan@gmail.com
ATTY WILLIAM BISCHOFF, Legal Council	W: 475-3324 ext. 3020			Email: wbischoff@guamattorneygeneral.com



GUAHAN ANCESTRAL LANDS COMMISSION

Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Monte Mafnas
Director

David V. Camacho
Deputy Director



GALC PUBLIC MEETING/TITLE HEARING CHECKLIST

1. Media Meeting Announcement

- Media announcement to PDN— 5 days prior to meeting (P.L. 13-35)
- Media announcement to PDN – 48 hours prior to meeting (P.L. 13-35)

2. Notification

- Notify Commissioners, Families and other attendees of meeting at least four (4) days prior to meeting
- Reminder call to all Commissioners and Families one (1) day prior to meeting

3. Meeting Agenda

- Agenda should be prepared at least five (5) days prior to meeting. Have Mr. Camacho review agenda before releasing it to anyone.
- Send approved agenda to all attendees (Commissioners, GEDA, Pangelinan's Office, etc.) at least three (3) days prior to meeting

4. Record of Motion – Approval of Minutes

- ROM FINAL copy for signature
- ROM draft copy for Commissioners and other Attendees – if more than one ROM, combine all into one document instead of individual copies

5. Documents/Materials Needed for Meetings

- *** GALC Recorder
- Media justification announcement cover sheet
- Media announcements (if there is more than one announcement, have a copy of EACH day it was published)
- Roll call attendance sheet of Commissioners and Attendees
- Notification Checklist
- ROM Sheet (for Commissioner Cruz)
- Public Sign-In Sheet
- Other documents (that may be passed around for the meeting)
- Pencils/Highlighters
- Name plates
- Note pad
- Coffee and Condiments
- Paper products

6. For Title Hearings

- GALC Black Binders for Commissioners and Directors
- Twelve (12) copies of Title Packet
 - 1 copy for GALC files
 - 1 copy for Land Admin / Facilitator
 - 7 copies for GALC Commissioners
 - 2 copies for DLM Directors – Mr. Mafnas and Mr. Camacho
 - 1 copy for GALC Legal Counsel
- Send Scott Mendiola or Karen Charfauros (Senator Pangelinan's Office) a copy of the Title Packet and other necessary attachments for his review

Meeting Date: October 30, 2013

Reviewed by GALC Staff: *Mafnas*